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# A COLLECTION

OF

# TREATIES, ENGAGEMENTS, AND SUNNUDS,

RELATING TO

# INDIA AND NEIGHBOURING COUNTRIES.

---

COMPILED BY

C. U. AITCHISON, B. C. S.,

UNDER-SECRETARY TO THE GOVERNMENT OF INDIA IN THE FOREIGN DEPARTMENT.

---

## VOL. II.

CONTAINING

THE TREATIES, &c., RELATING TO THE N. W. PROVINCES, OUDH, NIPAL, THE PUNJAB AND THE STATES ON THE PUNJAB FRONTIER.

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# PREFACE.

To prevent misunderstanding of the Map showing the acquisition of British territory, it is necessary to explain that territory which became British in any given year, but which may have been subsequently transferred to a Native Government, is not shown in the Map as having become British territory in that year. *E. g.*, the strip of territory between the present northern boundary of Oudh and the Himalayas became British territory in 1816 by conquest from Nipal. It was transferred to Oudh the same year in satisfaction of the second Oudh loan, and it again became British territory in 1856 on the annexation of Oudh. But as it was given back to Nipal in 1860, it is not shown on the Map as having become British territory in 1856. It is impossible to record such changes on one Map. The object of the Map in this volume is to show the time at which territory *now actually in the possession of the British Government* was acquired.

With reference to page 4, it may here be remarked that the Ex-King of Delhi died at Rangoon on the 7th November 1862.

31*st January* 1863.

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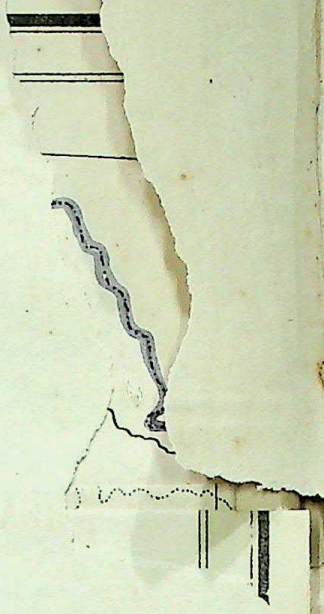

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# PART I.

## TREATIES, ENGAGEMENTS, AND SUNNUDS

RELATING TO THE

## N. W. PROVINCES, OUDH, AND NEPAL.

### DELHI.

During the disorders of Meer Jaffier's first administration of Bengal, Mahomed Kooli Khan, Subadar of Allahabad, instigated by two powerful zemindars, Rajas Somdar Sing and Bulwunt Sing, formed the purpose of invading Bengal. His kinsman the Nawab of Oudh joined in the design, and in order to give a colorable pretext to the invasion, the son of Alimgeer II., who had fled from his father's court to Rohilcund, and who was invested by the Emperor with the Subadaree of Bengal, Behar, and Orissa, was put at the head of the expedition.

Towards the close of the year 1758, the army advanced, under Kooli Khan and the Prince, to Patna. But the Nawab of Oudh, who was following, treacherously seized the Fort of Allahabad. Kooli Khan returned to repossess himself of his territory. He threw himself on the generosity of the Nawab, who immediately seized him and put him to death. Left thus unsupported, the Shahzada agreed with Clive, who had advanced to Patna for the purpose of repelling

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DELHI.

the invasion, to withdraw across the Kurumnassa on receiving a small sum for the supply of his immediate necessities.

In 1760 a second invasion was undertaken. In the meantime, the Emperor was murdered by his Vizier, and the intelligence of this reached the Prince shortly after he had begun his march. He at once assumed the title of Emperor Shah Alim, and conferred the office of Vizier on the Nawab of Oudh, in whose hands he was virtually a prisoner. The imperial army was finally defeated in January 1761, and the Emperor, tired of his dependence on the Vizier of Oudh, joined the English Camp. He was there met by Cossim Ali, who had been made Subadar of Bengal on the departure of Meer Jaffier, and who agreed to pay to the Emperor twenty-four lakhs of Rupees a year, on condition of being confirmed in his office. After making an offer to the English of the Dewanee of Bengal, Behar, and Orissa, the Emperor marched towards Delhi to take possession of his paternal throne. The Mahrattas had before this overrun Northern India and possessed themselves of Delhi, but they met with a disastrous defeat at Paniput from Ahmed Shah Abadali, who, after proclaiming Shah Alim as Emperor of Hindoostan, and inviting him to Delhi, returned to Cabul. Want of money, and the opposition of Cossim Ali prevented the English from fulfilling their intention of aiding Shah Alim in the recovery of his throne.

After the deposition of Cossim Ali and his final defeat at Patna, Cossim Ali fled and claimed the protection of the Vizier of Oudh, who, with the Emperor rather as a prisoner than as a monarch, was encamped at Allahabad, planning an expedition against Bundelcund. The Vizier hoped, under the pretence of assisting Cossim Ali, to seize Bengal for himself, and a joint expedition across the Kurumnassa was commenced. The army of the invaders was overthrown in the battle of Buxar, on 23rd October 1764; the Emperor detached himself from the expedition and joined the English Camp, and the Vizier retreated to his own dominions. It was proposed to depose the Vizier, and put the Emperor in possession of his territories, with the exception of the country of Ghazeepore and Benares, which the Emperor granted (No. I.) to the English. The arrangements thus made, however, were severely condemned by the Court of Directors as burdensome

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and profitless, and therefore, in 1765, the Vizier was restored to his dominions, with the exception of the districts of Allahabad and Corah, which were left in possession of the Emperor. The districts of Ghazeepore and Benares were likewise restored. But the circumstances which led to this Treaty, and to the subsequent acquisition of territory by the British Government in the Gangetic Doab, are more intimately connected with the history of Oudh (which see) than of Delhi.

The Emperor Shah Alim continued to reside at Allahabad, but manifested great impatience to mount the throne at Delhi. The Mahrattas were, in the meantime, again overrunning Upper India, to re-establish the influence they lost at Paniput, and to punish the Rohillas for the assistance they had given to Ahmed Shah Abadali. For the easier accomplishment of these objects, they undertook to replace Shah Alim on the throne, who, notwithstanding the dissuasions of the British Government, placed himself in their hands. The Emperor was led into Delhi in all pomp on 25th December 1771, but he was a mere puppet in the hands of the Mahrattas.

In 1773 the Mahrattas extorted from the Emperor a grant of the Provinces of Allahabad and Corah, but the Imperial Deputy at Allahabad applied for leave to put them under British protection, as the King had been compelled, while a prisoner, to grant the Sunnuds. The districts were, in the following year, sold to the Vizier of Oudh for fifty lakhs of Rupees.

The Emperor continued a mere state prisoner in the hands of the Mahrattas till 1803, when he was released by Lord Lake, and brought under the protection of the British Government. All the territories and resources assigned for his support by the Mahrattas were continued to him, and a pecuniary provision, fixed at Rupees 60,000, but afterwards increased to Rupees 1,00,000 a month, was granted in addition. Shah Alim died on 19th November 1806, and was succeeded by Akbar Shah, who was succeeded in 1837 by his eldest son Bahadoor Shah. The movements of the King were confined to the neighborhood of Delhi, and he was not allowed to confer titles, or to issue a currency, but he had the control of civil and criminal justice within the Palace.

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DELHI.
No. I.

When the mutiny of 1857 broke out, the mutineers in Delhi applied to the King Bahadoor Shah to put himself at the head of the movement. At first his conduct was most vacillating, but he subsequently identified himself with the rebel cause. After the fall of Delhi, he was captured and tried on the charges of, 1*st*, aiding and abetting the mutiny of British Troops; 2*nd*, encouraging and assisting divers persons in waging war against the British Government; 3*rd*, assuming the sovereignty of India; 4*th*, causing and being accessory to the murder of Christians. The Ex-King was convicted on each and all of the charges, and was removed to Rangoon, where he is now imprisoned.

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## No. I.

PROPOSALS made by the KING SHAH AALUM, and enclosed in a letter from MAJOR HECTOR MUNRO to the PRESIDENT and COUNCIL at BENGAL, dated from the Camp at Benares, the 22nd of November 1764.

If this country is to be kept, put me in possession of it, and leave a small detachment of the troops with me, to show that I am protected by the English, and they shall be at my expense; that if any enemy come at any time against me, I will make such connections in the country, that, with my own troops, and the afore-mentioned small detachment, will defend the country, without any further assistance from the English, and I will pay them, of the revenues of the country, what sum they shall demand yearly. If the English will, contrary to their interest, make peace with the Vizier, I will go to Delhi; for I cannot think of returning again into the hands of a man who has used me so ill. I have no friends I depend on more than the English; their former behaviour to me will make me ever respect and regard them. Now is their time to be in possession of a country abounding with riches and treasure; I shall be satisfied with whatever share they please of it. The Rohillas were always enemies to the imperious Vizier. They are all my friends.

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ARTICLES to be executed by the KING, enclosed in a letter from the PRESIDENT and COUNCIL at BENGAL to MAJOR HECTOR MUNRO, Commander-in-Chief of the Army, sent the 6th of December 1764. DELHI. No. I.

In consideration of the assistance and fidelity of the English Company, which has freed us from the inconveniences we labored under, and strengthened the foundations of the Empire which God has given us, we have been graciously pleased to grant to the English Company our Royal favors according to the following Articles, which shall remain firm both in present and in future.

As the English Company have been put to great expense and their affairs exposed to danger by the war which the Nabob Shujah-ul Dowlah, unjustly, and contrary to our Royal pleasure, waged against them, we have therefore assigned to them the country of Ghauzepoor and the rest of the zemindarry of Bulwunt Sing, belonging to the Nizamut of the Nabob Shujah-ul Dowlah: and the regulation, and government thereof, we have given to their disposal in the same manner as it was in the Nabob Shujah-ul Dowlah's. The aforesaid Rajah having settled terms with the Chiefs of the English Company, is according thereto to pay the revenues to the Company; and the amount shall not belong to the books of the Royal revenue but shall be expunged from them.

The army of the English Company, having joined our standard, shall put us in possession of Illiabad and the rest of the countries belonging to the Nizamut of the Nabob Shujah-ul Dowlah; and the revenues, excepting those of Rajah Bulwunt's zemindarry, shall be in our entire management and disposal.

As the English Company will be at a further expense in putting us in possession of Illiabad and the rest of the Nizamut of the Nabob Shujah-ul Dowlah, we will therefore, as we get possession, grant to them out of our treasury, such a proportion of the revenues as the exigencies of our affairs will admit of; and when we are put in full possession, we will reimburse the whole expenses of the Company in this business from the time of their joining our Royal standard.

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DELHI.
No. I.

FIRMAUND executed by the KING.

As the English Company have been put to great expense and their affairs exposed to danger by the war which the Nabob Shujah-ul Dowlah, unjustly, and contrary to our Royal pleasure, waged against them, we have therefore assigned to them the country of Ghauzepoor, and the rest of the zemindarry of Rajah Bulwunt Sing, belonging to the Nizamut of the Nabob Shujah-ul Dowlah; and the regulation and government thereof we have given to their disposal, in the same manner as it was in the Nabob Shujah-ul Dowlah's. The aforesaid Rajah having settled terms with the Chiefs of the English Company, is, according thereto, to pay the revenues to the Company.

The army of the English Company having joined our standard shall put us in possession of Illiabad, and the rest of the countries belonging to the Nizamut of the Nabob Shujah-ul Dowlah; and the revenues, excepting those of Rajah Bulwunt's zemindarry, shall be in our entire management and disposal.

It becomes the Company to show their grateful sense of our Royal favors, and to exert themselves to the utmost in the proper management and regulation of the country; to encourage and befriend our subjects; to punish the contentious, and expel the rebellious from their territories. They must use their best endeavors to promote the welfare of our people, the ryots, and other inhabitants; to prohibit the use of things of an intoxicating nature, and such as are forbidden by the Law of God; in driving out enemies; in deciding causes, and settling matters agreeably to the rules of Mahomed and the *Law of the Empire;* so that the inhabitants may apply themselves, with peace of mind and satisfaction, to the cultivation of the country, and the exercise of other their professions, and that the weak may not labor under oppression and violence. They will consider these as our strict injunctions.

*Written on the 4th day of Rajeb, the 6th year of the Reign,* 29*th December* 1764.

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उत्तर प्रदेश
निदेश सचिवालय पुस्तकालय
नैनीताल

# RAMPORE.

*From a Report by the Commissioner of Rohilcund and other Papers in the Foreign Office.*

THE first settlers of the Rohilla Afghans were two brothers, Shah Alim and Hoosin Khan. The son of the first of these, Daood Khan, achieved some distinction in the earlier part of the 18th century. But the rise of the family is owing mainly to his son, Ali Mahomed Khan, said to have been of Hindoo extraction, but who was adopted by Daood Khan. Ali Mahomed, by his successes on his father's death, collected many Afghan adventurers, and for his services against the Bara Syuds, he received the title of Nawab, and a grant of the greater part of Rohilcund. He happened to offend the Subadar of Oudh, who repaired to Delhi, and by his representations induced the King of Delhi, Mahomed Shah, to take the field against the Rohilla Chief. Ali Mahomed was compelled to surrender, and was made to relinquish his territory, and to deliver two of his sons as hostages.

Not long afterwards he was placed in charge of Sirhind, but taking advantage of the confusion in the last months of the Emperor's reign, consequent on the invasion of Ahmud Shah Abadali, he passed into Rohilcund, and made good his supremacy over the province. In the next reign he obtained a confirmation of this territory from the son of Mahomed Shah.

Previous to his death, he made a disposition in favor of his six sons, and till the return from captivity of his two elder sons (who had been seized by Ahmud Shah) and the majority of his other sons, he entrusted his territory to the guardianship of Hafiz Ruhmut Khan, the brother, and Doodee Khan, the cousin, of Daood Khan. Not long after his death the two sons were released. The final arrangement made by the guardians was to place Fyzoolla in a jagheer, comprising Rampore Cotera, estimated to be worth six lakhs per annum.

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RAMPORE.

When the Mahrattas had in 1771 placed Shah Alim on the throne of Delhi, they turned their attention to the conquest of the Rohilla country. Alarmed by their approach, the Rohillas temporized with them, and meanwhile proposed an alliance with the Nawab of Oudh. In 1772, an alliance offensive and defensive (No. II.) was concluded, by which the Rohillas agreed to pay to the Nawab forty lakhs of Rupees, on condition of his expelling the Mahrattas.

After the Mahrattas had extorted from the Emperor the grant of the districts of Allahabad and Corah, the Nawab became thoroughly alarmed, and applied to the English, who were bound by Treaty to assist him. At a conference with Warren Hastings at Benares, the Nawab procured the promise of troops to assist him in his designs against the Rohillas, who were unable to resist the Mahrattas and who had failed in their pecuniary obligations. The Vizier also made a Treaty with the Emperor, in which it was stipulated that the Emperor should assist him in the expedition, and receive a share of the conquered territory.

The Rohillas, who resisted the invasion of their country, were defeated after a most gallant struggle, in which Hafiz Ruhmut was slain. Fyzoolla Khan withdrew with the remains of the Rohilla army to the hills, and after some negociations and petty skirmishes, an Agreement (No. III.), known as the Treaty of Lall Dhang, was made between him and the Nawab under the British guarantee, by which he was secured in the estate of Rampore, on condition of military service to the Vizier. In 1783 the obligation of service was commuted (No. IV.) under the guarantee of the British Government to a cash payment of Rupees 15,00,000.

On the death of Fyzoolla Khan, disturbances broke out in the family. Mahomed Ali Khan, the eldest son, was murdered by his brother Gholam Mahomed Khan, who usurped the jagheer. As the estate was held under British guarantee, the aid of British troops was given to the Nawab of Oudh in ejecting the usurper and installing Ahmed Ali Khan, the son of Mahomed Ali. A preliminary Agreement (No. V.) was executed between the British Government, the Nawab, and the Rohilla tribe, after which Ahmed Ali Khan was restored by Treaty (No. VI.) under British guarantee to a portion of the estate, the rest being annexed to Rohilcund.

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On the cession of Rohilcund to the British Government in 1801, the family were continued in their possessions.

Ahmed Ali Khan died in 1839. The succession of his only daughter was rejected, and the next heir, Mahomed Saeed Khan, the eldest son of Gholam Mahomed Khan, was put in possession of the estate. An Engagement (No. VII.) was taken from him that he would govern his estate rightly, and provide for the inferior Rohilla Chiefs. A similar Engagement (No. VIII.) was taken from the present Nawab, Mahomed Yoosuf Ali Khan, the eldest son and successor of Mahomed Saeed Khan.

For his services during the rebellion of 1857 the Nawab received a grant of land (No. IX.), yielding Rupees 1,04,400. It was at first intended to grant the Pergunnah of Kasheepore, but villages on the Moradabad and Bareilly Frontier were afterwards substituted. The Nawab is bound to respect the rights of the zemindars in these villages.

The Nawab has also received the dignity of Knight of the most exalted Order of the Star of India. He has also been assured by Sunnud (No. X.) that any succession to the government of his State, which may be legitimate according to Mahomedan Law, will be upheld. The Nawab receives a salute of 13 guns.

The area of the Rampore Territory is 1,140 square miles, and the population is 3,90,232.

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## No. II.

TRANSLATION of a TREATY entered into between the VIZIER of the EMPIRE, SHUJAH-UL-DOWLA and the ROHILLA SIRDARS, reciprocally interchanged.

### AGREEMENT.

*First.*—Friendship is established between us, and we, Haffiz Rhamut Khan and Zabitah Khan and all the other Rohilla Sirdars, great and small, have agreed and determined with the Vizier of the Empire, Shujah-ul-Dowla, that we adhere to the substance of this writing, and never deviate from this Agreement; that we esteem his

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RAMPORE. No. II.

friends as our friends, and his enemies as our enemies, and that we and our heirs, during our lives, shall adhere firmly to this our Oath and Agreement, that we shall be united and joined together for the protection of the country of the Vizier of the Empire and of our own country, and if any enemy (which God forbid) should make an attempt against us and the Vizier, we, the Rohilla Sirdars and the Vizier of the Empire, shall use our joint endeavors to oppose him; we also, all the Rohilla Sirdars, shall also join and unite in any measures that may be determined by the Vizier of the Empire for the benefit of the Nabob Mahommed Zabitah Khan. We, both parties, swear by the Almighty, His Prophet, and the sacred Koran, that we will firmly adhere to this solemn Agreement, nor ever deviate from this our Treaty.

This Treaty confirmed by oath, and sealed in the presence of General Sir Robert Barker.

*Written on the* 11*th of the month Rubba-ul-awul,* 1186 *Hegira, or* 13*th June* 1772.

(Signed) WILLIAM DAVY,
*Persian Interpreter.*

TRANSLATION of the AGREEMENT given by HAFFIZ RHAMUT KHAN to the VIZIER.

As the Vizier of the Empire, the Nabob Shujah-ul-Dowla, will put the Rohilla Sirdars in full possession of their country, it is at his own option to effect it either by peace or war. Should the Mahrattas at this time, without coming to an engagement or peace being established, cross the river, and retreat owing to the rainy season, and after that is elapsed, commit disturbances in the country of the Rohillas, the quelling of these disturbances shall belong to the Vizier. The Rohilla Sirdars, after the aforesaid business, do agree to pay the sum of 40 lacks of Rupees on the following terms; *viz.*, as the Mahrattas are now committing disorders in the country of the Rohillas, the Vizier shall march from Shahabad to such place as may be thought proper to arrive at, in order that the Rohilla dependents may come out of the jungles and arrive at their own homes. The sum of ten lacks of Rupees shall then be paid in ready money, in part of the

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stipulation, and 30 lacks of Rupees shall be discharged in three years, beginning from the Fussellee year 1186.

This Agreement is sealed in the presence of General Sir Robert Barker.

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## No. III.

Copy of a Treaty, under the hands and seals of the Nabob Shujah-ul-Dowla Behauder and Colonel Champion, 1774.

A friendship having been entered into between me and Fyzoollah Khan, I have agreed to give him the country of Rampore and some other districts dependent thereupon, producing altogether an annual revenue of 14,75,000 Rupees, and I have stipulated that Fyzoollah Khan shall retain in his service five thousand troops, and not a single man more; I therefore give this written Engagement, that I will, at all times, and on all occasions, support the honor and character of Fyzoollah Khan, and will promote his interest and advantage to the utmost of my power, upon the following conditions: That Fyzoollah Khan shall enter into no connection with any person but myself, and that he shall hold no correspondence with any person, except the English Chiefs; that he shall consider my friends as his friends, and my enemies as his enemies; and that with whomsoever I shall make war, Fyzoollah Khan shall send two or three thousand men, according to his ability, to join my forces; and, if I march in person, Fyzoollah Khan shall himself accompany me with his troops; and if, on account of the smallness of the number of the forces he is to retain in his service, he is not able to accompany me, I will then appoint him three or four thousand more troops, that he may accompany me with a good army, and I will be at the expense of supporting them. Upon the performance of these conditions, I have agreed to give the said countries,

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RAMPORE. No. III.

at the afore-mentioned revenue, to Fyzoollah Khan, and to promote his interest and advantage to the utmost of my power.

If Fyzoollah Khan fulfil the Articles of this Treaty, and adheres steadily to it, God willing, I will not neglect whatever may be for his advantage.

He shall send the remainder of the Rohillas on the other side of the river.

I have sworn by the holy Koran, calling God and His Prophet to witness to the performance of these Articles.

Colonel Champion's Seal.

Rajab 1188.

The Vizier's Seal.

COPY of a TREATY, under the Hands and Seals of FYZOOLLAH KHAN and COLONEL CHAMPION, 1774.

A friendship having taken place between the Nabob Vizier-ul-Moolk Behauder and me, and the Nabob Vizier having been graciously pleased to bestow on me a country, I have sworn on the holy Koran, calling God and His Prophet to witness to what I engage, that I will always, whilst I live, continue in submission and obedience to the Nabob Vizier; that I will retain in my service five thousand men, stipulated by the Nabob Vizier, and not a single man more; that with whomsoever the Nabob Vizier shall engage in hostilities, I will assist him; and that if the Nabob Vizier shall send an army against any enemy, I will also send two or three thousand of my troops to join them; and if he goes in person against any enemy, I will personally attend him with my forces; that I will have no connection with any person, but the Nabob Vizier, and will hold no correspondence with any one, the English Chiefs excepted; that whatsoever the Nabob Vizier directs I will execute; and that I will at all times, and on all occasions, both in adversity and prosperity, continue his firm associate.

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I have sworn on the holy Koran, calling God and His Prophet to witness to the performance of these Articles: may God and His Prophet punish me if I act contrary to them.

Seal of Colonel Champion.

Rajab 1188.*

Seal of Fyzoollah Khan.

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## No. IV.

TRANSLATION of a writing given by MAJOR WILLIAM PALMER to the NABOB FYZOOLLAH KHAN.

Company's Seal.

(Signed) J. P. AURIOL, *Secretary.*

Whereas Treaties of various Articles having subsisted formerly between the late Vizier Shujah-ul-Dowla, and the present Vizier Ausuf-ul-Dowla, with the Nabob Fyzoollah Khan, one Article contained in those Treaties was, that the Nabob Fyzoollah Khan should, whenever His Excellency sent his troops upon service, supply a force to join them of two or three thousand men. This has been the occasion of disputes and doubts between the parties. Therefore the Nabob Fyzoollah Khan has, through me, requested His Excellency the Vizier to remit that Article by which he is bound to supply a force occasionally; instead of which he agrees to pay fifteen lacks of Rupees in the following manner: five lacks to be paid immediately, five lacks in the Khereef, and two lacks in the Rubby of the year 1191 Fussellee; and the remaining three lacks in the beginning of the Khereef of the Fussellee year 1192. His Excellency

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* October 1774.

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RAMPORE. No. IV.

the Vizier has also agreed upon these conditions to remit the obligation by that Article in the former Treaties, from this date, the fourteenth of Rubby-ul-Awul in the Hegira year 1197, the rest of the Articles remaining in full force. I, who am deputed on the part of his Excellency the Vizier, and the gentlemen of the Council, engage that the Nabob Vizier shall not expect a supply of troops, and should he demand it, the gentlemen with him, on the part of the gentlemen of the Council, shall remonstrate against his demands, provided the Nabob Fyzoollah Khan complies with all the Articles contained in the Treaty between His Excellency and him, excepting that Article by which he is to supply a force, and that the Nabob Fyzoollah Khan do not encourage or protect the farmers of the Nabob's country in his own country. His Excellency the Vizier will, on his part, comply with the Articles of the former Treaty, and the Officers of his Government will not protect or encourage any of Fyzoollah Khan's farmers in their districts. I agree to have the Treaty on the part of His Excellency the Vizier for disengaging the Nabob Fyzoollah Khan from the obligation of supplying a force, and the paper of guarantee from the gentlemen of the Council, wrote and sent to the Nabob Fyzoollah Khan.

*Dated the* 14*th of Rubby-ul-Awul,* 1197 *Hegira, or* 17*th of the month of February, English,* 1783.

Agreed in Council at Fort William, 30th June 1783.

(Signed) WARREN HASTINGS.
" EDWARD WHELER.
" JOHN MCPHERSON.
" JOHN STUBBS.

(A true translation)

(Signed) ROBERT GREGORY,
*Assistant to the Resident, at the Vizier's Court.*

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## No. V.

TRANSLATION of the preliminary ENGAGEMENT between the NABOB VIZIER-UL-MOMALIK ASUF JAH, AUSUF-UL-DOWLA YEHEHA KHAN BEHAUDER, HUZZUBBER JUNG, the ENGLISH COMPANY, and the ROHILLA TRIBE.

### ARTICLE 1.

When this preliminary Engagement shall be executed, hostilities shall cease between the Nabob Vizier-ul-Momalik Ausuf Jah Behauder and his allies and the Rohilla army.

### ARTICLE 2.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder agrees, that he has pardoned the family of the Nabob Fyzoollah Khan, deceased, and their adherents, the faults which they have committed:* thus Golam Mahomed Khan has delivered an account of the treasure which was left by the Nabob Fyzoollah Khan, at his death, to the period that he had charge of it. From that treasure the sum of one lack and four thousand gold mohurs has been expended since Golam Mahomed Khan left the Rohilla camp; this being deducted, the balance is the sum demanded.

### ARTICLE 3.

The Rohilla army agree, that they will give over in deposit to the Company whatever may remain of the treasure of the family of Fyzoollah Khan, deceased.

### ARTICLE 4.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder agrees, that he will bestow on Ahmed Ally Khan, the grandson of the Nabob Fyzoollah Khan, deceased, mehals in jaghire, at the annual jumma of ten lacks of Rupees, and that the town of Rampore shall be a part of the said jaghire; and as Ahmed Ally Khan is a minor, therefore Nussur Ulla Khan Behauder, son of Abdoola Khan, deceased, shall be nominated the guardian of Ahmed Ally Khan, and the manager of the

* This sentence belongs to the third Article, but being subsequently added to the preliminary Engagement, was written under the second Article by mistake.

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RAMPORE. No. VI.

said jaghire, until Ahmed Ally Khan shall arrive at the age of —— years.

ARTICLE 5.

When the Rohilla army shall have given over the treasure, as is expressed in the third Article, the armies of the Nabob Vizier-ul-Momalik Ausuf Jah Behauder and of the English Company, shall march away from hence, and the Rohilla army shall disperse and go wherever they think proper.

*Done at Puttaghaut, in the English Camp, this 5th of Jemmadie-ul-Awul,* 1209 *Hegira.*

(The seal of the Nabob Vizier-ul-Momalik Ausuf-ul-Dowla Ausuf Jah Yeheha Khan Behauder, Huzzubber Jung.) L. S.

(The seal of Mr. George Frederick Cherry, on the part of the English Company, as guarantee to the above Articles.) L. S.

(The Seal of Nussur Ulla Khan.) L. S.

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## No. VI.

ENGAGEMENT of GUARANTEE by the HONORABLE THE ENGLISH EAST INDIA COMPANY between the VIZIER-UL-MOMALIK HINDOOSTAN, NABOB AUSUF-UL-DOWLA, AUSUF JAH YEHEHA KHAN BEHAUDER, HUZZUBBER JUNG, and the NABOB AHMED ALLY KHAN BEHAUDER.

Whereas, by a preliminary Engagement, dated the 5th Jemmadie-ul-Awul, 1209 Hegira, corresponding with the 29th November 1794 of the Christian era, and bearing the seals of the Nabob Vizier-ul-Momalik Ausuf Jah Behauder, of Mr. George Frederick Cherry, Resident at the Court of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, on the part of the Honorable the English East India Company, and of the Nabob Nussur Ulla Khan Behauder on the

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part of the Rohilla army, a copy of which is annexed, the said Company have agreed to be the guarantee to the performance of the stipulations thereof by the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder on one part, and by the Nabob Nussur Ulla Khan Behauder on the other; accordingly the said George Frederick Cherry agrees, in the name of the Honourable Sir John Shore, Baronet, Governor-General of the affairs of the said Company in India, to the following Articles:

ARTICLE 1.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder, having declared by the second Article of the said preliminary Engagement that he has pardoned the family of the Nabob Fyzoollah Khan, deceased, and their adherents, the faults which they have committed, the Honourable the English East India Company engage, pursuant to the said Article of the said Engagement, that the Nabob Vizier-ul-Momalik Ausuf Jah Behauder shall not give any trouble to the said family and their adherents, on account of any act committed by them prior to the 5th of Jemmadie-ul-Awul, 1209 Hegira.

ARTICLE 2.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder, having by the fourth Article of the said Engagement, declared that he will grant a jaghire, in the name of Nabob Ahmed Ally Khan Behauder, the grandson to the Nabob Fyzoollah Khan, deceased, and having, pursuant thereto, delivered into the hands of the said Nabob Ahmed Ally Khan Behauder, a Sunnud or Deed of Grant, bearing his seal, and containing on the back thereof the names of the mehals, with the jumma of each, comprising the jaghire, and dated the 7th Jemmadie-ul-Saany, 1209 Hegira, the said Company engage to guarantee the possessions of the said mehals to the said Nabob Ahmed Ally Khan Behauder, according to the conditions expressed in the said Sunnud, and free from demands on account of jowfeer.

ARTICLE 3.

It having been agreed in the fourth Article of the said Engagement that the Nabob Nussur Ulla Khan Behauder, son of the Nabob Abdoola Khan, deceased, shall be the guardian of the said Nabob Ahmed Ally Khan Behauder and the manager of the jaghire, until

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the said Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years; the said Company hereby agree to acknowledge this nomination, and to consider the seal of the said Nabob Nussur Ulla Khan Behauder, so long as he remains the guardian of the said Nabob Ahmed Ally Khan Behauder and the manager of the jaghire, as the seal of the said Nabob Ahmed Ally Khan Behauder.

ARTICLE 4.

It having been agreed in the third Article of the said Engagement that the treasure of the family of the Nabob Fyzoollah Khan, deceased, shall be deposited with the said Company, and the said Company having accordingly received the sum of three lacks and twenty-two thousand gold mohurs in deposit, which sum of three lacks and twenty-two thousand gold mohurs has been paid to the Nabob Vizier-ul-Momalik Ausuf Jah Behauder as a nuzzeranah from the said Nabob Ahmed Ally Khan Behauder for the jaghire, and in lieu of all right of zubtee or confiscation of the property of the late Nabob Fyzoollah Khan and Mahomed Ally Khan, deceased, the Company agree that there shall be no further pecuniary demands among the parties concerned in these Engagements, on any account whatever, arising from them.

ARTICLE 5.

When the Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years, the said Company agree that this Engagement of Guarantee shall remain in full force, and no new Engagement of Guarantee shall be necessary; and if (which God forbid) the Nabob Nussur Ulla Khan Behauder shall die, or, on any account, be removed from the office of guardian of the Nabob Ahmed Ally Khan Behauder and manager of his jaghire, the Nabob Vizier-ul-Momalik Ausuf Jah Behauder shall, with the advice of the said Company, select a person from among the tribe of Rohillas, and shall nominate such person to the said office.

ARTICLE 6.

The said Nabob Nussur Ulla Khan Behauder having entered into a kabooleat or engagement to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, bearing date the 7th of Jemmadie-ul-Saany,

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1209 Hegira, on the part of the said Nabob Ahmed Ally Khan Behauder, the said Company agree to guarantee to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder the performance of the said kabooleat by the Nabob Nussur Ulla Khan Behauder, on the part of the said Nabob Ahmed Ally Khan Behauder, and will consider any deviation therefrom a breach of the allegiance and fidelity due from the said Nabob Ahmed Ally Khan Behauder to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder.

ARTICLE 7.

This Engagement being signed and sealed by the said George Frederick Cherry, on the part of the said Company, and ratified by the signature of the Honourable Sir John Shore, Baronet, Governor-General, and the seal of the said Company, in two counterparts; one counterpart thereof has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other to the said Nabob Nussur Ulla Khan Behauder. In like manner, the kabooleat or engagement mentioned in the sixth Article hereof, bearing the seal of the said Nabob Nussur Ulla Khan Behauder, being executed in two counterparts; one counterpart thereof has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other to the said George Frederick Cherry; and the Sunnud, bearing the seal of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, specified in the second Article hereof, has been delivered to the Nabob Ahmed Ally Khan Behauder, of which a copy has been delivered to the said George Frederick Cherry, attested by the seal of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder as a true copy.

*Done at Bareilly, this 7th day of Jemmadie-ul-Saany,* 1209 *Hegira, corresponding with the* 13*th of December* 1794.

(Signed) G. F. CHERRY,

*Resident.*

Ratified at Fort William, under the signature of the Honourable Sir John Shore, Baronet, Governor-General, and the seal of the Honorable the English East India Company, this 6th day of March 1795.

(Signed) J. SHORE.

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RAMPORE. No. VI. TRANSLATION of the KABOOLEAT or ENGAGEMENT entered into by the NABOB AHMED ALLY KHAN BEHAUDER to the NABOB VIZIER-UL-MOMALIK AUSUF JAH BEHAUDER.

Whereas by a preliminary Engagement, dated the 5th Jemmadie-ul-Awul, 1209 Hegira, corresponding with the 29th November 1794 of the Christian Era, and bearing the seals of the Nabob Vizier-ul-Momalik Ausuf Jah Behauder, of Mr. George Frederick Cherry, Resident at the Court of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, on the part of the English East India Company, and of the Nabob Nussur Ulla Khan Behauder, on the part of the Rohilla tribe, a copy of which is annexed, certain stipulations were agreed to by the said Nabob Vizier-ul Momalik Ausuf Jah Behauder on one part, and by the said Rohilla tribe on the other; accordingly I, the said Nussur Ulla Khan Behauder, being thereby nominated to be the guardian of the Nabob Ahmed Ally Khan Behauder and the manager of the jaghire therein mentioned, agree for myself as the guardian of the said Nabob Ahmed Ally Khan Behauder and as the manager of the jaghire, and for the said Nabob Ahmed Ally Khan Behauder as the jaghiredar, to the following Articles:

ARTICLE 1.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder having declared, by the second Article of the said preliminary Engagement, that he has pardoned the family of the Nabob Fyzoollah Khan, deceased, and their adherents, the faults which they have committed, I engage, pursuant to the said Article of the said Engagement, that there shall not be any trouble given to any one of the said family or their adherents, on account of any act committed by them prior to the 5th Jemmadie-ul-Awul, 1209 Hegira.

ARTICLE 2.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder having, by the fourth Article of the said Engagement, declared that he will grant a jaghire in the name of the Nabob Ahmed Ally Khan Behauder, the grandson to the Nabob Fyzoollah Khan, deceased, and having, pursuant thereto, delivered into the hands of the said Nabob Ahmed

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Ally Khan Behauder a Sunnud or Deed of Grant, bearing his seal and containing on the back thereof the names of the mehals, with the jumma of each, composing the jaghire, and dated the 7th Jemmadie-ul-Saany, 1209 Hegira, I agree to educate the said Nabob Ahmed Ally Khan Behauder in the principles of true obedience and fidelity to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and in conformity to the conditions expressed in the said Sunnud, that I will manage the jaghire according to those conditions, and that I will, to the best of my abilities, impress on the minds of all the Rohillas, and others subsisting on the produce of the said jaghire, gratitude to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder for his benevolence to them, and fidelity and allegiance to him, through their jaghiredar, the said Nabob Ahmed Ally Khan Behauder.

ARTICLE 3.

It having been agreed in the fourth Article of the said Engagement, that I, Nusser Ulla Khan, son of the Nabob Abdoola Khan, deceased, shall be the guardian of the said Nabob Ahmed Ally Khan Behauder, and the manager of the jaghire, until the said Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years, I promise that, having in view the benefit of the Nabob Ahmed Ally Khan Behauder, I will execute this duty to the best of my abilities.

ARTICLE 4.

It having been agreed in the third Article of the said Engagement, that the treasure of the family of the Nabob Fyzoollah Khan, deceased, shall be deposited with the English East India Company, and the said Company having accordingly received the sum of three lacks and twenty-two thousand gold mohurs in deposit, which sum has been paid to the Nabob Vizier-ul-Momalik Ausuf Jah Behauder, as a nuzzeranah from the Nabob Ahmed Ally Khan Behauder for the jaghire, and in lieu of all the rights of zubtee or confiscation of the property of the late Nabob Fyzoollah Khan and Mahomed Ally Khan, deceased, I agree that there shall be no further pecuniary demands among the parties concerned in these Engagements, on any account whatever, arising from them.

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ARTICLE 5.

I promise that Golam Mahomed Khan shall not, at any time, reside in any place within the jaghire, nor exercise any influence or authority in the management thereof, nor in the affairs of the said Nabob Ahmed Ally Khan Behauder.

ARTICLE 6.

I promise that the sum of one thousand five hundred Lucknow Sicca Rupees per month shall be paid to the said Company at Lucknow, beginning with the 1st of December 1794 Christian Era, or 6th of Jemmadie-ul-Awul 1209 Hegira, from the produce of the jaghire, for the support of the said Golam Mahomed Khan.

ARTICLE 7.

I promise that the sums undermentioned shall be paid monthly, at Rampore, to the sons of the Nabob Fyzoollah Khan, deceased, as specified herein, for their support, from the beginning of the Fussellee year 1202—

| | | | | |
|---|---|---|---|---|
| Hossin Ally Khan | ... | Sicca Rupees | 2,000 | 0 |
| Futteh Ally Khan | ... | „ | 2,000 | 0 |
| Nazim Ally Khan | ... | „ | 2,000 | 0 |
| Yacoob Ally Khan | ... | „ | 1,666 | 10½ |
| Cossim Ally Khan | ... | „ | 1,666 | 10½ |
| Curreem Ullah Khan | ... | „ | 1,666 | 10½ |

ARTICLE 8.

When the Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years, I agree that this kabooleat shall remain in full force, and no new kabooleat shall be necessary. And if (which God forbid,) I shall die, or on any account be removed from the office of guardian of the Nabob Ahmed Ally Khan Behauder, and manager of his jaghire, the Nabob Vizier-ul-Momalik Ausuf Jah Behauder shall, with the advice of the said Company, select a person from among the tribe of Rohillas, and shall nominate such person to the said office.

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ARTICLE 9.

I agree that by virtue of an Engagement, dated the 7th Jemmadie-ul-Saany, 1209 Hegira, and bearing the seal and signature of the said George Frederick Cherry, on the part of the said Company, and ratified by the Honourable Sir John Shore, Baronet, Governor-General, in two counterparts, one counterpart whereof has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other I have received, the said Company are guarantee to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder for the performance of this Engagement or Kabooleat on the part of the Nabob Ahmed Ally Khan Behauder, of which I have affixed my seal to two counterparts, whereof one has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other to the said George Frederick Cherry, and to the said Nabob Ahmed Ally Khan Behauder, for the possession of the jaghire granted to him by the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, by virtue of the Sunnud mentioned in the second Article hereof, a copy of which the said George Frederick Cherry has received, attested by the seal of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder as a true copy.

*Done at Bareilly, this 7th day of Jemmadie-ul-Saany*, 1209 *Hegira, corresponding with the* 30*th December* 1794.

(A true translation)

(Signed) G. F. CHERRY,
*Resident.*

TRANSLATION of the DEED of ACKNOWLEDGEMENT entered into by the NABOB VIZIER-UL-MOMALIK AUSUF JAH BEHAUDER, to the HONOURABLE the ENGLISH EAST INDIA COMPANY.

Whereas the Honourable the English East India Company have by an Engagement of Guarantee, dated the 7th Jemmadie-ul-Saany, 1209 Hegira, bearing the seal and signature of Mr. George Frederick Cherry, Resident at my Court, on the part of the said Company, and the signature of the Honourable Sir John Shore, Baronet, Governor-

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General of the affairs of the said Company in India, and the seal of the said Company, in two counterparts, of which I have received one and the other has been delivered to Nussur Ulla Khan Behauder, become guarantee to me for the full performance of the conditions contained in an Engagement or Kabooleat, dated the 7th Jemmadie-ul-Saany, 1209 Hegira, in two counterparts, under the seal of Nussur Ulla Khan Behauder, of which I have received one counterpart and the other has been delivered to the said George Frederick Cherry, and by the said Engagement of Guarantee the said Company have also become the guarantee to the Nabob Ahmed Ally Khan Behauder for the possession of the mehals bestowed in jaghire by me to the said Nabob Ahmed Ally Khan Behauder, according to a Sunnud, bearing my seal, and dated the 7th Jemmadie-ul-Saany, 1209 Hegira, containing on the back thereof the names of the mehals, with the jumma of each, comprising the jaghire, free from demands on account of jowfeer, which Sunnud has been delivered into the hands of the said Nabob Ahmed Ally Khan Behauder, and a copy thereof, attested with my seal as a true copy, has been given to the said George Frederick Cherry, I accordingly hereby acknowledge, that I consent to the conditions contained in the said Engagement of Guarantee.

*Done at Bareilly, the 7th Jemmadie-ul-Saany,* 1209 *Hegira.*

(A true translation)

(Signed) G. F. CHERRY,
*Resident.*

TRANSLATION of the WRJIBUL ARZ delivered by NUSSUR ULLA KHAN, with the answers written to each question.

*Received 30th December* 1794.

*Question* 1.

The family of Golam Mahomed Khan will reside, for the present, in the house at Rampore; and when he shall send for them, let their departure, or stay, depend on the pleasure of the Begum.

*Answer* 1.

Golam Mahomed Khan will act as he pleases, with respect to the residence of his family.

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*Question* 2.

Let no impediment be thrown in the way of the payments of the arrears to the Circar, debts and tekarry, &c., which may be due from any one ryots, and those in the mehals, which are separated from the jaghire of the late Nabob; let a perwannah be given by the Presence to the Nazim of Bareilly, to cause these dues to be paid according to accounts.

*Answer* 2.

The jaghiredar has nothing to do with the arrears, debts, and tekarry of the Circar of Fyzoollah Khan, deceased, in those mehals which have been resumed.

*Question* 3.

Let those portions of land, the property of the Affghans, officers, &c., in the old jaghire, which were bestowed on them by Fyzoollah Khan, be confirmed and continued to them.

*Answer* 3.

This rests with the jaghiredar in the mehals of his jaghire.

*Question* 4.

Toolseram Khajanchee, who, in consequence of the events of the times, went away and retired to Delhi, where the people belonging to Shaw Nizam-ud-Deen and the Mahrattas molest him, and do not permit him to return; as the accounts of the Circar, those of the troops, and of the jaghire depend upon him, I hope that His Excellency will write to the Nazims of Delhi to prevent them from giving Toolseram molestation, that he may come here, and be replaced in his charge.

*Answer* 4.

The letter has been written by His Excellency.

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*Question* 5.

Whatsoever property may have been forcibly seized by any one, at the time of the flight from Rampore, I hope an order may be issued by the Presence to the Nazim of Bareilly, to restore it to the proprietor on investigation.

*Answer* 5.

An answer, founded on justice, will be given by the Presence to whoever shall apply for his property and effects.

*Question* 6.

The Circar chucks, which were purchased by Fyzoollah Khan from Rajah Khanmul, deceased, and have to this time been possessed by him, I now hope that an order may be issued to the Nazim of Bareilly to release them.

*Answer* 6.

Whatever are situated in and belong to the mehals of the jaghire, are released by his Excellency's Sunnud.

*Question* 7.

There are several places, lands, and chucks of villages, purchased by Sunnoo Khan, Golam Ally-ud-Deen Khan, &c., and other Affghans, which are exempt from the revenue of the Circar lands, and have been possessed by those persons, until they went to the foot of the hills; I hope that a perwannah of exemption will now be issued to the Nazim of Bareilly.

*Answer* 7.

The jaghiredar possesses the power of this Article in the mehals belonging to his jaghire.

*Question* 8.

I hope an order may be issued to the Nazim of Bareilly, relative to those who may reside in the villages belonging to the Vizier, and may

*Answer* 8.

In this respect, whatever was the custom during the time of Fyzoollah Khan, will now be adhered to.

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commit robberies in the jaghire of Ahmed Ally Khan, and that the perwannah may be to this effect: "On investigation to punish the thieves, and to return the stolen property to the inhabitants of the jaghire."

*Question* 9.

Let the duties receivable on the merchandize of the Affghans be continued as they were formerly, and let not the custom-house officers of the Circar demand more.

*Answer* 9.

The rule observed during the time of Fyzoollah Khan, in this respect, will now be adhered to.

*Question* 10.

During the time of Fyzoollah Khan, the concerns Dodositud of the time of Haffiz Ramut, be they with whom they will, were stopped by the Vizier, so that no one could be molested on account of old concerns; now also, should any one apply to the Presence in this respect, let them not be listened to.

*Answer* 10.

The former custom in this respect is continued.

*Question* 11.

The Village Saheb Gunge, in pergunnah Huzrutnagon, exempt from revenue, was bestowed in jaghire by Fyzoollah Khan on Sahet Roy, deceased: I hope that a perwannah may now be granted, continuing this village free.

*Answer* 11.

If this village comes within the mehals of the jaghire, it rests with the jaghiredar.

*Dated the* 30*th December* 1794, *or* 7*th Jemmadie-ul-Saany*, 1209 *Hegira.*

(A true copy and translation)

(Signed) G. F. CHERRY,

*Resident.*

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RAMPORE.
No. VII.

## No. VII.

A TRANSLATION of the AGREEMENT entered into by NAWAB MOHUMUD SYEED KHAN.

Agreeably to the order of the Governor-General, the Government of Rampore having devolved upon me, I therefore declare that all matters connected with my rule shall be conducted with a view to maintain justice; that all the Puthans and dependants shall live and be supported in the same way as hitherto, and by my conduct towards them I will enable them to live in peace and happiness; and with respect to the allowances of the family and the rest of my relatives, the same line of conduct shall be followed as has always been the case, and nothing shall be altered from my friendly and affectionate feelings towards the daughter and widow of the late Nawab Ahymud Ally Khan, on whom I settle the following allowances separately:—

| | | | |
|---|---|---|---|
| On the daughter of the late Nawab... | Co.'s Rs. | 1,000 | per mensem. |
| On Sahib Mihil ..... | ,, | 400 | ,, |
| On Momtaj Mihil ..... | ,, | 400 | ,, |
| On Chumdrani ..... ..... ..... | ,, | 300 | ,, |
| On Dhenree Bala Khaneh ..... | ,, | 300 | ,, |
| On the Dharee Khand ..... | ,, | 300 | ,, |
| On the mother of Saeed Ally Khan, a deceased son of the late Nawab... | ,, | 200 | ,, |
| On the mother of the daughter of the late Nawab ..... ... | ,, | 300 | ,, |
| On Kulloo Khanum..... | ,, | 60 | ,, |
| On Methoo Khanum ..... | ,, | 50 | ,, |
| On Mud Muttee ..... ..... | ,, | 50 | ,, |
| On four women singers ..... ..... | ,, | 50 | ,, |

(Signed) BY THE NAWAB SYEED MOHUMUD KHAN.

(A true translation)

(Signed) FRANCIS ROBINSON,

*Officiating Agent.*

COMMISSIONER'S OFFICE;
ROHILCUND DIVISION.
RAMPORE,
21*st August* 1840.

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## No. VIII.

TRANSLATION of AGREEMENT entered into by NAWAB MAHOMED YUSOOF ALEE KHAN.

Since I have been appointed by sanction of the Honourable the Lieutenant-Governor, North-Western Provinces, successor to Nawab Mohummud Syeed Khan in the jaghire of Rampore, I hereby agree and attest by my seal that I will administer the affairs of the jaghire with justice and equity; that I will govern the Puthans with consideration; that I will continue all the stipends sanctioned from the time of the Nawab Ahmud Ali Khan, and entered in previous Agreements; and that I will provide for the proper maintenance of all the family and dependants of my deceased father, Nawab Mohummud Syeed Khan.

(Signed) R. ALEXANDER,
*Agent, Lieutenant-Governor.*

AGENCY DEPARTMENT;
COMMISSIONER'S OFFICE,
ROHILCUND DIVISION.
BAREILLY,
*The 10th April* 1855.

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## No. IX.

TRANSLATION of a SUNNUD for certain villages granted by the VICEROY and GOVERNOR-GENERAL to the NAWAB OF RAMPORE, dated 23rd June 1860.

Whereas Furzund Dil Pizeer Nawab Mohummud Yusoof Ali Khan Bahadoor, Nawab of Rampore, exhibited, from the commencement of the rebellion to the end, his unswerving loyalty to the British Government by affording personal and pecuniary aid, protecting the lives of Christians and rendering other good services, to the satisfaction of Government, the Nawab has already been thanked, a khillut of distinction has been conferred upon him, the number of his salute guns has been increased, and an addition has been made to his title. In further recognition of his services, the Government hereby bestows

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upon him the villages in Bareilly and Moradabad, as per separate schedules, assessed at Rupees 1,28,527-4-0, in perpetuity, from generation to generation. The above villages are now annexed to the old territory of the Nawab on the same conditions as those on which he holds that territory.

*LIST*

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## *LIST of Villages situated in Bareilly.*

| No. | Pergunnah. | Names of Mouzahs. | Names of Lumberdars. | Jumma. |
|---|---|---|---|---|
| 1 | Chowmehla ... | Pipuree, 2 puttees ... | Moonshee Madho Sing and Doree Loll ... | 286 0 0 |
| 2 | „ ... | Bheekhumpoor ... | Horee Loll ... | 225 0 0 |
| | | | | 511 0 0 |
| 3 | Sirsanwan ... | Rusoolpoor ... | Myzoolla Khan ... | 791 0 0 |
| 4 | „ ... | Aourung Nugur ... | Noormahomed, &c. ... | 789 0 0 |
| 5 | „ ... | Nursooa ... | Khoob Chund, &c. ... | 461 0 0 |
| 6 | „ ... | Kursoula ... | Sulloo Khan, &c. ... | 959 0 0 |
| 7 | „ ... | Kursoulee ... | Mustuffa Khan ... | 559 0 0 |
| 8 | „ ... | Oodunpoor ... | Neaz Ulee Khan ... | 1,106 0 0 |
| 9 | „ ... | Pipuree ... | Madar Bux, &c. ... | 815 0 0 |
| 10 | „ ... | Kunukpoor ... | Khoob Chund, &c. ... | 2,242 0 0 |
| 11 | „ ... | Eshurpoor Gopalpoor ... | Gungaram ... | 466 0 0 |
| 12 | „ ... | Uhrow ... | Chetram ... | 2,057 0 0 |
| 13 | „ ... | Sisonena ... | Mahomed Ahmed Khan... | 690 0 0 |
| 14 | „ ... | Bholapoor ... | Mustuffa Khan ... | 318 0 0 |
| 15 | „ ... | Munsoorpoor ... | Ghool Khan ... | 517 0 0 |
| 16 | „ ... | Dhimree ... | Mahomed Shufaet Alee Khan ... | 769 0 0 |
| 17 | „ ... | Chundpoorah ... | Ditto ... | 1,145 0 0 |
| 18 | „ ... | Rustumpoor ... | Government ... | 775 0 0 |
| 19 | „ ... | Goolamgunge ... | Ramdyal, &c. ... | 677 0 0 |
| 20 | „ ... | Gudenea ... | Tujmul Hossein Khan ... | 1,372 0 0 |
| 21 | „ ... | Burehpooruh ... | Dhurneedhur, &c. ... | 472 0 0 |
| 22 | „ ... | Kuzeeapoor ... | Zoukeeram ... | 813 0 0 |
| 23 | „ ... | Hursoo Nuglah ... | Totaram ... | 823 0 0 |
| | | | | 18,616 0 0 |
| 24 | Ajaon ... | Keeoulpoor ... | Nethram, &c. ... | 400 0 0 |
| 25 | „ ... | Chainpoor oorf Checha ... | Khoob Chund, &c. ... | 1,200 0 0 |
| 26 | „ ... | Modowna ... | Toolsheeram ... | 1,250 0 0 |
| 27 | „ ... | Hoormutpoor, 3 puttees... | Kulloo, &c. ... | 1,196 0 0 |
| 28 | „ ... | Puttee Busuntpoor ... | Dalchund, &c. ... | 525 0 0 |
| 29 | „ ... | Hunoo Nagur ... | Bucktour Sing ... | 850 0 0 |
| 30 | „ ... | Tomuree ... | Deveedoss ... | 300 0 0 |
| 31 | „ ... | Pajawa ... | Kewulram, &c. ... | 531 0 0 |
| 32 | „ ... | Hinga Nugla ... | Ahmed Yar Khan ... | 900 0 0 |
| 33 | „ ... | Woodypoor ... | Wuzeer Alee ... | 650 0 0 |
| 34 | „ ... | Meodee Khoord ... | Bhaesing, &c. ... | 720 0 0 |
| 35 | „ ... | Jooai ... | Ditto ... | 1,040 0 0 |
| 36 | „ ... | Kuga Nugla ... | Mohon Loll ... | 600 0 0 |
| 37 | „ ... | Junoo Nagur ... | Choonee Loll, &c. ... | 950 0 0 |
| 38 | „ ... | Sobhag Nugla ... | Rutehram ... | 678 0 0 |
| 39 | „ ... | Gujroura ... | Dhurneedhur ... | 600 0 0 |
| 40 | „ ... | Mobarukpoor ... | Zoukeeram ... | 2,350 0 0 |
| 41 | „ ... | Khanpoor ... | Pateeram ... | 1,000 0 0 |
| 42 | „ ... | Nepunea ... | Bood Hossein, &c. ... | 1,900 0 0 |
| 43 | „ ... | Nurkherah ... | Zoukeeram, &c. ... | 1,800 0 0 |
| 44 | „ ... | Lukmeepoor Bheeka ... | Pateeram, &c. ... | 650 0 0 |
| 45 | „ ... | Pipuree Raizada ... | Mahomed Iltaf Alee ... | 900 0 0 |
| 46 | „ ... | Muduh Nugla ... | Zoukeeram ... | 1,000 0 0 |
| 47 | „ ... | Gudeyea ... | Khosal Rai ... | 567 0 0 |

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RAMPORE.

No. IX.

| No. | Pergunnah. | Names of Mouzahs. | Names of Lumberdars. | Jumma. |
|---|---|---|---|---|
| 48 | Ajaon ... | Sonar Khera ... | Ahmed Yar Khan ... | 434 0 0 |
| 49 | „ ... | Rasdundia ... | Thacoordoss, &c. ... | 1,400 0 0 |
| 50 | „ ... | Semra ... | Hurreeram, &c. ... | 821 0 0 |
| 51 | „ ... | Dhulia ... | Govindram, &c. ... | 1,000 0 0 |
| 52 | „ ... | Megha Ungla, 4 puttees... | Thacoordoss ... | 700 0 0 |
| 53 | „ ... | Lodheepoor ... | Ahmed Yar Khan ... | 550 0 0 |
| 54 | „ ... | Jugdeespoor ... | Govindram, &c. ... | 330 0 0 |
| 55 | „ ... | Seharee ... | Sobharam ... | 2,800 0 0 |
| 56 | „ ... | Hurdua ... | Ootum Chund, &c. ... | 1,300 0 0 |
| 57 | „ ... | Bhourkha ... | Golam Hossein ... | 1,501 0 0 |
| 58 | „ ... | Bhourkhee ... | Mahomed Iltaf Alee ... | 840 0 0 |
| 59 | „ ... | Mujheanah ... | Golam Nasir Khan ... | 1,323 0 0 |
| 60 | „ ... | Selehee oorf Buragaon ... | Mahomed Iltaf Alee Khan | 2,685 0 0 |
| 61 | „ ... | Deoree Khoord ... | Choonee Loll, &c. ... | 400 0 0 |
| 62 | „ ... | Kupnehree ... | Muhsun Alee Khan ... | 1,166 0 0 |
| 63 | „ ... | Hurdoopoor ... | Govindram, &c. ... | 800 0 0 |
| 64 | „ ... | Rujpaoruh ... | Rajaram ... | 850 0 0 |
| 65 | „ ... | Goolureea Bhat ... | Motee Loll, &c. ... | 475 0 0 |
| 66 | „ ... | Akonn 'da ... | Fuzul Imam ... | 845 0 0 |
| 67 | „ ... | Johra ... | Khem Sing ... | 1,400 0 0 |
| 68 | „ ... | Buboora ... | Debeedoss, &c. ... | 865 0 0 |
| 69 | „ ... | Rithora ... | Choonee Loll, &c. ... | 1,401 0 0 |
| 70 | „ ... | Ehmee ... | Buldeo Sing ... | 1,400 0 0 |
| 71 | „ ... | Guhlooeah ... | Fukeer Mahomed Khan ... | 750 0 0 |
| 72 | „ ... | Jugutpoor ... | Dhurneedhur, &c. ... | 672 0 0 |
| 73 | „ ... | Himutgunj ... | Kullun Chund ... | 400 0 0 |
| 74 | „ ... | Inaetpoor ... | Kullean Sing ... | 600 0 0 |
| 75 | „ ... | Bhojoopooruh ... | Dwarkadoss ... | 1,455 0 0 |
| 76 | „ ... | Deohuree Boozoarg ... | Dhurneedhur ... | 610 0 0 |
| 77 | „ ... | Kulleanpoor ... | Ditto ... | 1,050 0 0 |
| 78 | „ ... | Bulbhudurpoor ... | Nundram ... | 500 0 0 |
| 79 | „ ... | Sirsa ... | Shewdyal, &c. ... | 625 0 0 |
| 80 | „ ... | Chechoulee ... | Musst. Saleb Begum ... | 452 0 0 |
| 81 | „ ... | Poorenia ... | Shaik Golam Hossein ... | 1,185 0 0 |
| 82 | „ ... | Bukenia Bhat ... | Chutoor Bhooj, &c. ... | 835 0 0 |
| 83 | „ ... | Shampoor ... | Hera Loll ... | 701 0 0 |
| 84 | „ ... | Gungapoor ... | Pearch Loll ... | 611 0 0 |
| 85 | „ ... | Singra ... | Heirs of Golam Moheeood-deen ... | 1,336 0 0 |
| 86 | „ ... | Khata ... | Chetram ... | 1,181 0 0 |
| 87 | „ ... | Lukmeepoor Bishna ... | Chote Loll, &c. ... | 929 0 0 |
| 88 | „ ... | Pusoopooruh ... | Chutoor Bhooj, &c. ... | 522 0 0 |
| 89 | „ ... | Aujunkhera ... | Dhurneedhur ... | 713 0 0 |
| 90 | „ ... | Bukenia Jugurnathpoor ... | Musst. Roop Koor Bishoon Koor ... | 1,160 0 0 |
| 91 | „ ... | Mainee ... | Dhurneedhur ... | 845 0 0 |
| 92 | „ ... | Zumapoor ... | Mahomed Hossein Khan | 275 0 0 |
| 93 | „ ... | Dhunelee ... | Joahir Sing, &c. ... | 1,600 0 0 |
| 94 | „ ... | Adpoor ... | Jai Sing ... | 321 0 0 |
| 95 | „ ... | Beta ... | Ahmed Bux, &c. ... | 725 0 0 |
| 96 | „ ... | Surra ... | Joymul Futteh ... | 1,224 0 0 |
| 97 | „ ... | Newadea ... | Khoob Chund, &c. ... | 850 0 0 |
| 98 | „ ... | Dhurmoopooruh ... | Oodeyram, &c. ... | 1,246 0 0 |
| 99 | „ ... | Bhysoree ... | Iltaf Alee Khan ... | 2,410 0 0 |
| 100 | „ ... | Nisoee ... | Oogersen ... | 875 0 0 |
| 101 | „ ... | Tirha ... | Khoorshed Begum ... | 1,708 0 0 |
| | | | | 76,209 0 0 |

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| No. | Pergunnah. | Names of Mouzahs. | Names of Lumberdars. | Jumma. |
|---|---|---|---|---|
| 102 | Siroulee, North | Jalib Nugla ... | Doree Loll ... | 628 0 0 |
| 103 | „ ... | Mahomedpoor ... | Rai Sing, &c. ... | 620 0 0 |
| 104 | „ ... | Dhunelee ... | Sultan Hossein ... | 1,100 0 0 |
| 105 | „ ... | Jutpooruh ... | Sadhoram ... | 400 0 0 |
| 106 | „ ... | Dobaut ... | Rai Sing, &c. ... | 476 0 0 |
| 107 | „ ... | Kirpeea hupâh ... | Iltaf Alee Khan ... | 518 0 0 |
| 108 | „ ... | Kirpea Pandey ... | Chotee Loll ... | 783 0 0 |
| 109 | „ ... | Bhoputpoor ... | Musst. Jhuna ... | 825 0 0 |
| 110 | „ ... | Gungapoor ... | Bunseedhur ... | 1,125 0 0 |
| 111 | „ ... | Keorar, 4 puttees ... | Shibdut, &c. ... | 650 0 0 |
| | | | | 7,125 0 0 |
| 112 | Siroulee, South | Nubeegunj ... | Hazaree Mull, &c. ... | 805 0 0 |
| 113 | „ ... | Sobawa ... | Roop Sing ... | 565 0 0 |
| 114 | „ ... | Sewchait ... | Doorgapershad ... | 474 0 0 |
| 115 | „ ... | Tajpoor ... | Deo Sing ... | 80 0 0 |
| 116 | „ ... | Zanda ... | Hakim Saadut Alee Khan | 763 0 0 |
| 117 | „ ... | Chukurpoor, 4 puttees ... | Dhun Sing, &c. ... | 1,019 0 0 |
| 118 | „ ... | Nundgaon ... | Doorgapershad ... | 199 0 0 |
| 119 | „ ... | Oouchegaon ... | Ditto ... | 955 0 0 |
| 120 | „ ... | Bhoputraipoor ... | Nowbut Sing ... | 933 0 0 |
| 121 | „ ... | Lodheepoor ... | Ditto ... | 513 0 0 |
| 122 | „ ... | Mudkur ... | Ditto ... | 1,119 0 0 |
| 123 | „ ... | Kundelee Asudpoor ... | Joykissendoss ... | 1,091 0 0 |
| 124 | „ ... | Pipureea Beerpoor ... | Balkissen ... | 662 0 0 |
| 125 | „ ... | Gainee ... | Shibdutt ... | 923 0 0 |
| 126 | „ ... | Purota Bhuggee ... | Nowbut Sing ... | 728 0 0 |
| 127 | „ ... | Gaiboolapoor ... | Doogapershad ... | 292 0 0 |
| 128 | „ ... | Unweh Meerpoor Mirzapoor ... | Lutchmun Sing ... | 1,682 0 0 |
| 129 | „ ... | Bhourkha Bhourkee ... | Pertab Sing ... | 741 0 0 |
| 130 | „ ... | Osee Berahimpoor ... | Foonda, &c. ... | 1,073 0 0 |
| 131 | „ ... | Mamoorpoor ... | Moona Sing ... | 580 0 0 |
| 132 | „ ... | Gharmupoor ... | Nuthoo ... | 400 0 0 |
| 133 | „ ... | Nivundpoor ... | Alee Bux Khan ... | 1,100 0 0 |
| | | | | 16,697 0 0 |
| | | | Total, Rupees ... | 1,19,158 0 0 |

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RAMPORE. No. IX.

*LIST of Villages situated in the District of Moradabad.*

| No. | Pergunnah. | Names of Mouzahs. | Names of Lumberdars. | Jumma. |
|---|---|---|---|---|
| 1 | Moradabad ... | Badleedan, oorf Badlee Tandah ... | Nawab Kulbulee Khan ... | 3,929 0 0 |
| 2 | " ... | Kesho Nuglee ... | Ditto ... | 576 0 0 |
| 3 | " ... | Bhaoopoorah ... | Musst. Koodrutoonissah ... | 780 0 0 |
| 4 | " ... | Chuk Koondesree ... | Ruttun Singh ... | 145 0 0 |
| 5 | " ... | Chuk Koondesrah ... | Cazee Abbas ... | 97 0 0 |
| 6 | " ... | Chuk Girdha ... | Zubburbeg and others ... | 401 0 0 |
| 7 | " ... | Khanpoor Milluk ... | Koolbooddeen ... | 374 0 0 |
| 8 | " ... | Pursoopoorah Naik ... | Teenna Singh .. | 938 0 0 |
| 9 | " ... | Chuk Ladpoor ... | Hursahai ... | 319 0 0 |
| 10 | " ... | Chuk Surukthul ... | Jwaladut ... | 374 0 0 |
| 11 | " ... | Surukthul ... | Ditto ... | 540 0 0 |
| 12 | " ... | Mhowa Kherah ... | Furzund Allee ... | 614 0 0 |
| 13 | " ... | Dhukpoorah ... | Musst. Izzutoonissah ... | 288 4 0 |
| | | | Total, Rupees ... | 9,369 4 0 |

TRANSLATION of a KHUREETA addressed by His Highness the NAWAB MAHOMED YUSOOF ALI KHAN of Rampoor to the Honorable the LIEUTENANT-GOVERNOR of the N. W. Provinces.

After paying the usual compliments, acknowledges receipt of the Honorable the Lieutenant-Governor's letter regarding a Petition presented to the Government of India by Chowbey Girdharee Lall and other zemindars of the villages conferred in reward on His Highness in the districts of Moradabad and Bareilly, in which they pray that on the expiration of the present settlement, their proprietary rights may be maintained; and with reference to the confident hope expressed by the Lieutenant-Governor that he (the Nawab) will not fail to consider the rightful claims of the Petitioners, begs to assure His Honor that if it please the Almighty the rights of these zemindars as well as those of others in the same situation, will be duly respected and regarded, inasmuch as he has made it a point of his administration to govern his subjects by the recognized principles of equity and justice which obtain under the British Rule.

(True abstract translation)

(Signed) DEOKURN SHOOKLE,
*Translator.*

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## No. X.



Copy of a SUNNUD to NAWAB MOHAMED YOOSUF ALI KHAN of Rampoor.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the Government of your State which may be legitimate according to Mahomedan law will be upheld.

Be assured that nothing shall disturb the Engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Signed) CANNING.

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# FURRUCKABAD.

BEFORE the cession of Rohilcund to the British Government the Furruckabad Territory was almost entirely surrounded by the dominions of the Vizier of Oudh. A tribute of Rupees 4,50,000 was paid by the Nawab Raees of Furruckabad to the Vizier. This tribute was ceded to the British Government by the Treaty with the Vizier of 10th November 1801. In 1802 the Nawab ceded (No. XI.) the sovereignty of the province to the British Government, who settled on him and his heirs and successors a stipend of Rupees 1,08,000 a year.

The last Nawab Raees of Furruckabad, Tufuzzool Hossein, rebelled in 1857. He surrendered on 7th January 1859 under the proclamation of amnesty, and was tried before a Special Commission on various counts, charging him, *first*, with rebelling and waging war against the British Government, and acting as a leader and instigator in revolt; and, *secondly*, with being a principal and accessory both before and after the fact to the murder of many British subjects, European, Eurasian, and Native. He was convicted and sentenced to death, and all his property was adjudged to be confiscated. But it came out on the trial, and was pleaded by the prisoner as a bar to the execution of the sentence, that before his surrender a letter had been written to him by Major Barrow, the Special Commissioner with the camp of the Commander-in-Chief, in which he was invited to surrender; and that in this letter he was told that pardon had been extended to all who had not personally committed the murder of British subjects, and that if he had not personally committed the murder of British subjects he might surrender without apprehension. Government condemned and disavowed this act of Major Barrow, but forbore in consequence of it from carrying out the capital sentence, on condition that Tufuzzool Hossein should immediately quit the British

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Territories for ever. He was carried to Aden and sent across the frontier in the direction of Mecca, and warned that if ever he set foot on British Territory, the sentence of death which has been passed upon him will be carried out.

As regards the Treaty of 1802, it was held that, as between the British Government and the Nawab Raees, the Treaty was cancelled by Tufuzzool Hossein's rebellion, but that this breach of engagement by Tufuzzool Hossein did not of itself affect the rights of third parties recognized or created by the Treaty. The pension guaranteed by Article 2, the property and annual payments guaranteed by Articles 3, 4, and 7, were therefore resumed, and a small subsistence allowance was granted to those who were dependent on these payments, and had no other means of support, provided they took no part in and gave no encouragement to rebellion. But the pensions guaranteed by Article 5 and the rent-free land and jagheers alluded to in Article 8 were continued to the holders, provided they were not implicated in rebellion, and did not hold their pensions or lands on condition of service, the performance of which is no longer possible.

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## No. XI.

### Treaty with the Nabob of Furruckabad, 1802.

Treaty between the Honourable East India Company and the Nabob Imdad Hoossain Khan, for ceding to the Honourable the East India Company, in perpetual sovereignty, the province of Furruckabad and its dependencies, in commutation of the tribute hitherto payable by the said Nabob to the Honourable Company, concluded on the one part by the Honourable Henry Wellesley, Lieutenant-Governor of the Ceded Provinces in Oude, by virtue of full powers vested in him for that purpose by His Excellency the Most Noble the Governor-General, and on the other part by the Nabob Imdad Hoossain Khan Behauder, Nasser Jung, on behalf of himself, his heirs and successors.

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FURRUCK-ABAD.

No. XI.

ARTICLE 1.

It is hereby stipulated and agreed that the province of Furruckabad and its dependencies shall be ceded, in perpetual sovereignty, to the Honourable the East India Company, from the commencement of the Fussellee year 1210, the Nabob transferring to the Company his right and property in the same, with the exceptions hereafter mentioned.

ARTICLE 2.

With a view of providing for the maintenance and dignity of the Nabob Imdad Hoossain Khan Behauder, it is agreed that he shall receive a monthly allowance of nine thousand Rupees, (or one lack and eight thousand Rupees annually,) which allowance shall be continued to his heirs and successors, and shall not be subject to any diminution, from any cause whatsoever. And it is further agreed that the said Nabob shall be treated on all occasions with the attention, respect, and honour due to his rank and situation, and to a friend of the British Government.

ARTICLE 3.

The Honourable the Lieutenant-Governor engages that two thousand Rupees yearly shall be allowed for the expenses of the Imaumbarrah; and that the amount of three thousand six hundred Rupees yearly, for the payment of the allowances to the separate mehals of the late Nabob Mozuffer Jung, hitherto paid by Omroo Begum, shall be distributed hereafter by the Nabob, who shall deliver the receipts for the same to the Company's Civil Officer; provided it should be found that these allowances have not been regularly paid by Omroo Begum.

ARTICLE 4.

In compliance with the Nabob's desire, the gardens formerly the property of his father, the village of Sereyah Neamutpoor, the forfeited houses in Furruckabad, and the property of the Ramee Souheb, shall be considered as his exclusive property, if there should appear to be no other person legally entitled to such property.

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ARTICLE 5.

As the detailed list given in by the Nabob, of family connections and attendants, under the head of pensions, and the list delivered in by Kherud Mund Khan, are in many respects different, and as it is the intention of the British Government that provision should be made for persons whose claims to pensions shall appear to be well founded, it is hereby agreed that the rights of the different claimants shall be inquired into by the civil officer appointed by the British Government, in conjunction with the Nabob, and that Sunnuds shall be granted, under their joint seals and signatures, agreeably to which Sunnuds the pensioners shall be paid by the Nabob, who will deliver their receipts to the Company's Civil Officer.

ARTICLE 6.

The authority of the Court of Adawlut shall not extend to the person of the Nabob; but as his connections and dependants are undefined, and as it is the object of the British Government to introduce a fair and impartial administration of justice throughout the province of Furruckabad, it is agreed that whatever complaints may be preferred against any of the Nabob's dependants, shall, in the first instance, be referred to the Nabob, and, in the event of the complainant not receiving speedy justice, or being dissatisfied with the Nabob's decision, the complaint shall be decided in the Court of Adawlut.

ARTICLE 7.

In compliance with the Nabob's request, allowances shall be granted to the undermentioned persons, to be continued so long as their conduct shall be satisfactory to the British Government and to the Nabob.

| | | | |
|---|---|---|---|
| Emaum Khan ... ... ... ... ... ... | Rs. | 5,000 | annually. |
| Purmul Khan and Mohummud Khan ... | ,, | 5,000 | do. |
| Rhodan Buksh, Phi Vakeel, on the part of the Nabob, to attend the Civil Officer appointed to Furruckabad... ... ... | ,, | 4,000 | do. |
| Ahmed Buksh and Mohummud Zellah ... | ,, | 2,000 | do. |

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FURRUCK-ABAD.

No. XI.

ARTICLE 8.

The rent-free lands, the daily and yearly pensions, and the jaghires, shall be continued, if upon a fair investigation they shall appear to have been established previously to the death of Mozuffer Jung.

ARTICLE 9.

This Treaty, consisting of nine Articles, having been settled and concluded at the City of Bareilly, on the 4th day of June 1802, corresponding with the 3rd day of Suffer, 1217 Hegira, the Honourable Henry Wellesley, Lieutenant-Governor of the Ceded Provinces in Oude, has delivered to the Nabob Imdad Hoossain Khan, Nasser Jung Behauder, a copy of the same in English and Persian, under his seal and signature, and the said Nabob has delivered to the Honourable Henry Wellesley, Lieutenant-Governor of the Ceded Provinces, another copy of the same, under his seal and signature, and the Honourable Henry Wellesley engages to procure within the space of thirty days, a ratification of the Treaty, under the seal and signature of His Excellency the Most Noble the Governor-General.

| The seal of the Honourable Henry Wellesley. | The seal of the Nabob Imdad Hoossain Khan. |
|---|---|

(Signed) HENRY WELLESLEY.

*N. B.*—This Treaty was ratified by the Governor-General in Council, the 24th June 1802.

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# BENARES.

THIS family was founded by Munsa Ram, Zemindar of Gungapore, who died in 1740, and was succeeded by Rajah Bulwunt Sing. Bulwunt Sing joined Shah Alim and Shujah-o-Dowla in their invasion of Bengal in 1763. He joined the British Camp with the Emperor after the battle of Buxar, and in the arrangements made with the Emperor in 1764,* his zemindarry was transferred from Oudh to the British Government. The arrangements thus made were disapproved by the Home Government, and when the Treaty of 1765 was concluded with Shujah-o-Dowla, the Estate of Rajah Bulwunt Sing was restored to Oudh, the Nawab engaging to continue him in possession on condition of his paying the same revenue as before.

In 1770, on the death of Bulwunt Sing, the Vizier of Oudh wished to dispossess the family, but the British Government compelled him to recognize the succession of Cheit Sing, son of Bulwunt Sing, and to grant him a Sunnud (No. XII.) under their guarantee. By the Treaty concluded with the Nawab in 1775, the sovereignty of the districts dependent on Rajah Cheit Sing was ceded in perpetuity to the British Government. A Sunnud (No. XIII.) was given to the Rajah confirming him in his zemindarry, and the Civil and Criminal Administration thereof, subject to a tribute of Sicca Rupees 22,66,180, and on condition of adopting measures for the interest and security of the country and the preservation of the peace. The Rajah was also allowed to coin money.

In 1778 it was proposed that the Rajah should be required to pay a subsidy of five lakhs of Rupees for the maintenance of three battalions of sepoys. He consented to the arrangement for one year. The contribution was again levied in 1779 and in 1780, and the Rajah

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* *See* page 2.

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BENARES. No. XII.

was also required to employ his Cavalry for the general service of the State. Cheit Sing manifested great reluctance to meet these demands, and to fulfil his feudal obligations to the British Government. He was also believed to be secretly disaffected, and to have corresponded with the enemies of the British Government, and he was therefore put in arrest in his own house in 1781, by order of Warren Hastings. A tumult ensued, in which the Military Guard over the Rajah were cut down and the Rajah escaped. Cheit Sing collected his troops, and appealed for aid to some of the Princes of Hindoostan. But his troops were defeated in several petty skirmishes, and the rebellion was crushed. Rajah Cheit Sing was deprived of his estate, which was given (No. XIV.) to his nephew, Rajah Mohipnarain, grandson of Rajah Bulwunt Sing, subject to a tribute of forty lakhs of Rupees. The Criminal Administration of the zemindarry and the Civil and Criminal Administration of the City of Benares, together with the power of the Mint, were taken out of the new Rajah's hands. Rajah Cheit Sing took refuge with Sindia, and died at Gwalior, in 1810.

Rajah Mohipnarain died in 1795, and was succeeded by his son, Oditnarain Sing, who was succeeded in 1835 by his nephew and adopted son, Isree Persad Narain, the present Rajah. In March 1862 the Maharajah received the assurance by Sunnud (No. XV.) that on failure of natural heirs Government will permit and confirm any adoption of a successor made by himself or by any future Chief of his State that may be in accordance with Hindoo law and the customs of his race. The Maharajah receives a salute of 13 guns.

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## No. XII.

TRANSLATION of the new KOWLNAMA, or AGREEMENT, given by the NAWAB SHUJAH-UL-DOWLAH to RAJAH CHEYT SING.

The affairs of the zemindarry and tahud of the Circar of Benares, and Circar Chunara, and of the mehals of Juanpoor, Bejeypoor,

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Buddohy, Suknesegurrah, Mulboos Khan, Circar Gazeepoor, Sikinderpoor, Khereed Shadeyabad, Joppeh Serinch, &c., which were under the charge of Rajah Bulwunt Sing, deceased, I do hereby grant and confirm unto you, upon their former footing: it is necessary that, after deducting the nankar and half of the jaghire of Buddohy, you monthly and annually pay into the treasury of the Circar the established and stated payments. By the favor of God, whatever is promotive of your honour shall be performed, and exclusive of the jumma specified in the kabooleat of the present Fussullee year 1178, no increase shall ever hereafter be demanded, and if you remain firm and steady in your obedience and in the payment of your rents, no harm shall, by any means, happen to your ryots or country. By the Word of God, and of the Holy Koran, and of the blessed Imaums, this Agreement is made between me and my heirs, and you and your heirs, and it shall never be deviated from.

*Dated this* 18*th day of the moon Jemmadie-ul-Saany, in the year* 1177 *Hegira, answering to the* 6*th September* 1773 *English style.*

(A true translation)

(Signed) WILLIAM REDFEARN,
*Persian Translator.*

TRANSLATION of the POTTAH given by the NAWAB SHUJAH-UL-DOWLAH to RAJAH CHEYT SING.

The Circar of Benares and Chunarah, and the mehals of the Circar of Juanpoor, &c., including land-rents, and sayer duties, and Havely Mahomedabad (Benares), Mulboos Khans, Pergunnah Booder, &c., Talook of Sekima Mow, in the dependencies of the Pergunnah Khaundas, Pergunnah Buddohy, Luknesegur, Bejeypoor, Circar Gazeepoor, Pergunnah Sikinderpoor, Khereed Shadeyabad, and Joppeh Serinch, &c., land-rents and sayer duties included; after deducting the dustoor dewanny, nankar, half of the jaghire of Buddohy, and the other exempted jaghires, and whatever has formerly been allowed as deductions; I do now fully grant and make over to you, in the terms of your kabooleat, from the first of Khareef, 1178, in consideration of the sum of Benares Cum Sunna Rupees 22,48,449, Assel and Ezafa, as specified underneath, clear

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BENARES. No. XII.

of all expenses of Sebundy. It is necessary that you pay the above sum to the Circar, according to the stated and established kists, year by year; and by the favour of God there shall never be any deviation from this Agreement.

PARTICULARS, *viz.:*

*Paid by Rajah Bulwunt Sing, as follows:—*

| | | |
|---|---|---|
| Benares ... ... ... | 12,00,607 | |
| Buddohy ... ... ... ... | 1,30,000 | |
| Lucknesegur ... ... ... | 16,000 | |
| Bejeypoor ... ... ... ... | 2,00,000 | |
| Gazepoor ... ... ... | 5,00,000 | |
| Shadeyabad... ... ... ... | 40,000 | |
| | | 20,86,607 |
| Deduct Nankar, half of the jaghire of Buddohy and Altemgah, &c. ... ... ... | | 88,158 |
| Net Revenue paid by Rajah Bulwunt Sing ... | | 19,98,449 |
| Increase settled with Rajah Cheyt Sing ... | | 2,50,000 |
| Net Revenue to be paid by Rajah Cheyt Sing ... | | 22,48,449 |

*Dated the 27th of Rejub, in the year of Hegira* 1184.

(A true translation)

(Signed) WILLIAM REDFEARN,

*Persian Translator.*

From the GOVERNOR to RAJAH CHEYT SING.

At this time, the Vizier of the Empire having given you an Agreement, under his hand and seal, which I have countersigned and also affixed my seal to, it is necessary that conformably thereto, and according to the Treaty concluded at Allahabad by Lord Clive and the Vizier respecting Rajah Bulwunt Sing, your deceased father, you,

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with the greatest cheerfulness, pay to the Vizier the rents thereby established; in which case the Company will always attend to your welfare, and afford you their care and protection, and in the Agreements aforementioned there shall never be any breach or deviation.

(A true translation)

(Signed) WILLIAM REDFEARN,
*Persian Translator.*

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## No. XIII.

TRANSLATION of the SUNNUD granted to RAJAH CHEYT SING, for the ZEMINDARRY of GAZEEPORE, BENARES, &c., 1776.

Be it known to the mutsuddies in office, present and to come, canongoes, mukudums, ryots, cultivators, to all the inhabitants and people resident and belonging to Circar Benares, Gazeepore, and Chunara, in the Soubah of Allahabad; that whereas, by virtue of a Treaty with the Nabob Ausuf-ul-Dowlah, concluded on the 20th of Rubby-ul-Ewut, 1189 Hegira, or 21st of May 1775, the government and sovereignty of the Circars above-mentioned has been ceded to the Honourable East India Company, from the 4th of Jemmadie-ul-Awul, 1189 Hegira, or 4th July 1775; the said East India Company, therefore, pursuant to the rights thereby obtained, do confirm unto Rajah Cheyt Sing the zemindarry, aumeeny, and foujedarry of the said Circars, agreeably to the zimmun, together with the kutwallies of Juanpore and Benares, and the Mint of Benares, from the said date. Whatever gold and silver shall be coined in the Mint, the said Rajah shall coin conformably to his muchulka; he is not to be in the smallest particular remiss in the observation and execution of the several duties incumbent on him. He is to behave with moderation and kindness to the ryots and people; to promote the cultivation and increase of inhabitants and produce of the lands; expelling thieves, nightly assaulters, and robbers; and so

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effectually punishing the disturbers of the peace, that no trace of them may be seen; and he is to pay a tribute of 23,40,249 Benares Muchleedar Rupees, or 22,66,180 Calcutta Siccas, annually, to the Company's treasurers. Should he receive orders to pay the above revenue at Benares, he shall, in that case, pay the sum of 23,40,249 Benares Muchleedar Rupees, each Rupee to weigh ten massa, and to contain two ruttees and two chowls of alloy, and no more: should the weight be less or the alloy more, he shall make up the deficiency. Whenever the money shall not be wanted at Benares, he is to remit the annual amount of 22,66,180 Sicca Rupees, punctually, agreeably to his kists, by monthly payments at Calcutta. In consideration of which he shall be allowed a deduction of 2 per cent., amounting in all to Sicca Rupees 44,434-14-5, account hindowunny, which being deducted, the net amount is 22,21,745-1-15 Sicca Rupees of Calcutta, which he is to pay at that place. After the settlement of accounts at the end of the year, he shall, in the customary manner, receive credit for his payments; and he is by no means to collect the prohibited Abwab of the Durgah of His Majesty. This Sunnud being granted is to remain in force. You, the mutsuddies, and persons above-mentioned, are to regard the said Rajah as the truly and lawfully possessed of the zemindarry, aumeeny, and foujedarry of the above Circars; and to acknowledge his authority in the several acts appertaining thereunto. Know that we have here issued the most strict and positive commands, and obey them accordingly.

*Written on the 25th of Suffer, 17th Sun, or 15th April* 1776.

Signed by the Governor-General and Council.

*The Zimmun.*

The office of the zemindarry of Circar Benares, Gauzepore, Chundara, the kutwally, the duties of the Mint, in the Soubah of Allahabad, have been conferred upon the great Chief, Rajah Cheyt Sing Behauder, also the aumeeny and foujedarry.

*Mehals* 19, *viz.:*

Circar Benares, Chundara, Circar Gauzepore, Mehals of Juanpore, comprehending maul and duties, Havely Mahumud Abad, Benares;

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the Lans Daums, or for supplying clothing to the King; Pergunnah Bhadury; the Talook of Sukramrow, in Chundar; Suktegar, Bidgepoor, Secunderpore, Thireed; Shadyabad, Tuppa Seringa; the kutwally and duties of Benares, free; ditto ditto of Juanpore, ditto; the mehal of the Mint of Benares, ditto; the Benares Mukeemi, or brokerage; the Sungerizz-enru, or stone-weighing of Benares, and the other mehals; Yautesaundby, or office of Mutesaub of Benares.

### Copy of a Pottah granted to Cheyt Sing.

This Pottah, containing the underwritten stipulations, is granted unto Rajah Cheyt Sing Behauder.

Circar Benares, Gauzepore, Chunar, and the mehals of Circar of Juanpore, comprehending the maul and duties, Havely Mahumud Abad, Benares, the Khausdums in Pergunnah Bhaudry; Talook of Sunkeramrow, in Pergunnah Chunara; Suktesgurra, Bijeepoor, Circar Gauzepoor, Pergunnah Sekunderpoor, Khurreed, Shadyabad, Putna, Sirkunjea, including the kutwally duties of Juanpore and Benares; the Mint of Benares; the mokeemy, yatisaub, and stone-weighing, both maul and duties; and the Dewanny dustoor, excepting the nankar of half the jaghire of Bhaudree, the exempted jaghire and ayma, which have been inserted for a length of time in the accounts as deductions; all the articles of the Tahud are settled upon you from the 4th Jemmadie-ul-Auwul, 1189 Hegira, or the 4th July 1775 English, at a stipulation per annum of 23,40,249 Mahidar Benares Rupees, not short of the weight of ten massa each, and not containing a greater portion of alloy than two ruttees and two berinjees, agreeable to your muchulka and kabooleat. This sum you will therefore pay. But should it not suit the convenience of the Company to receive it at Benares, you are to pay it in Calcutta, in Sicca Rupees of Calcutta, amounting in which specie to 22,66,180 Sicca Rupees. The amount of the hoondeean, or exchange, allowed you at the rate of 2 per cent., is Rupees 44,434-14-5, which being deducted, the net sum will be 22,21,745-1-15 Sicca Rupees of Calcutta. This you are to pay without the least deduction or depreciation whatever, in the course of each year, by monthly payments agreeable to your separate kistbundy. This you are to pay without any allowance for Sebundy.

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You will remit the money to Calcutta, without fail, conformable to the said kistbundy.

*Particulars of the Tribute, viz.:*

| | | | | | |
|---|---|---|---|---|---|
| Former Kabooleat ... ... | Rs. ..... | | | 20,86,607 | 0 0 |
| Deduct: | | | | | |
| Nankar ... ... ... ... | „ | 9,800 | 0 0 | | |
| Exempted lands ... ... | „ | 8,000 | 0 0 | | |
| Maaffy, fourth part and Syry Sicca ... ... ... | „ | 2,358 | 0 0 | | |
| Half Jaghire of Bhadway | „ | 67,500 | 0 0 | | |
| Atamgau of Mussumaut Narad Bano... ... ... | „ | 500 | 0 0 | | |
| | | | | 88,158 | 0 0 |
| | | | | 19,98,449 | 0 0 |
| Add: | | | | | |
| Nuzzeranah ... ... ... | Rs. | 90,000 | 0 0 | | |
| Tuppa ... ... ... ... | „ | 34,207 | 12 0 | | |
| Nukume, &c. ... ... ... | „ | 1,800 | 0 0 | | |
| | | | | 1,26,007 | 12 0 |
| Increase: | | | | | |
| Total ... ... ... ... | Rs. | 2,50,000 | 0 0 | | |
| Deduct ... ... ... ... | „ | 34,207 | 12 0 | | |
| | | | | 2,15,792 | 4 0 |
| Benares Rupees ... ... ... ... ... ... | | | | Rs. 23,24,949 | 0 0 |
| Batta to reduce them into Siccas... ... ... | | | „ | 74,069 | 0 0 |
| Remain Sicca Rupees ... ... ... ... ... | | | „ | 22,66,180 | 0 0 |
| Deduct Hindooaurin ... ... ... ... ... | | | „ | 44,434 | 14 5 |
| Remains net amount in Siccas ... ... ... | | | Rs. | 22,21,745 | 1 15 |

*Written on the 26th of Suffer, 17th year, or 15th April* 1776.

COPY.

KABOOLEAT OR AGREEMENT executed by RAJAH CHEYT SING, for the Zemindary of Benares, &c.

Whereas, a Treaty has been concluded between the English East India Company and the Nabob Asoph-ul-Dowlah Chia Cawn Behauder,

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Huzzubber Jung, Nazim of the Soubah of Allahabad, under date the 20th of Rubbee-ul-Awul, 1189 Hegira, or the 21st of May 1775 Christian, whereby the sovereignty of the Circars Benares, Gazeepore, Chunara, &c., hath been ceded to the English East India Company, from the 4th of Jammadie-ul-Awul, 1189 Hegira, or the 4th July 1775 Christian, and the Company, having granted the zemindarry, the aumeeny, and the foujedarry of the aforesaid Circars, together with the kutwallies of Benares, and Juanpore, &c., and the Mint of Benares, unto me, from the above date: I do hereby voluntarily consent, and agree, under my hand, that whatever coins shall be struck in the said Mint, shall be conformable to a separate obligation which I have executed under date the 25th of Zihigâ, in the 17th year of the reign, and delivered to the Government for the Company. It shall be my duty to do everything that may be needful and usual for the interest and security of the country; provide for the welfare of the inhabitants; to be attentive to the increase of cultivation and improvement of the revenues; to use my endeavours in such manner to expel robbers and assassins, and to punish offenders of every kind that not a trace of them may be left. And I will pay the annual revenue of Government, being at Benares, Muchlidar Rupees of Benares 23,40,249, each Rupee to weigh no less than 10 massa, and to contain no more alloy than 2 ruttees and 2 chowls; any deficiency of this standard to be made good. If the Government shall not have occasion to receive the same at Benares, I will in such case pay it at Calcutta annually, by monthly payments, according to kistbundy, and conformably to the tussul zile or particulars in the margin, the sum being Calcutta Sicca Rupees 22,66,180, including nuzzeranah, &c., but deducting on account of hoondyan or exchange a premium of 2 per cent., which premium of 2 per cent. upon the whole sum, being Sicca Rupees 44,434-14-5, I will accordingly deduct for remitting the remainder to the Company's treasury at Calcutta, so that after the deduction of exchange I shall pay net and without further deduction into the treasury at Calcutta, the sum of Calcutta Sicca Rupees 22,21,745-1-15 at the end of each year; after payment of the same and observing the conditions agreed upon, I shall receive a release or discharge in full, wherefore I have written this Agreement to be adhered to accordingly.

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In the margin follows a list of monthly instalments.

Signed by the Rajah.

Seal of the Rajah.

*Dated 25th Suffer, 17th Sun, corresponding with the 15th April 1776 Christian.*

TRANSLATION of RAJAH CHEYT SING'S AGREEMENT relative to the Duties.

Whereas, the duties of the sayers dependent on me have been fixed and decreed in the presence of the Governor at the following rates, which are to be taken from the English and Indostan Merchants, without distinction; for this cause I give in writing that I will demand no more, nor will consent to an exemption in favour of any man, excepting broad cloth, and lead and copper purchased at the Company, which shall be accompanied by a letter from the Governor; on these I will consider the duties as excused and discontinued, nor in any respect interrupt or impede them.

| | At Chowsa. | Zeemanee. | Ghosly. | Seapore and Gungapore. | Mirzapore. | Cudjewa. | Durra. | Gazeepore. | Total. |
|---|---|---|---|---|---|---|---|---|---|
| | St. Rs. | St. Rs. | St. Rs. | St. Rs. | St. Rs. | St. Rs. | St. Rs. | St. Rs. | St. Rs. a. p. |
| On Kerana, as dry Ginger, Pepper, &c., per tunghy of 6 Mirzapore mds. .. .. | 0 8 0 | 0 7 3 | 0 7 3 | 1 13 9 | 1 15 9 | 0 4 9 | 0 6 6 | 3 1 3 | 9 0 6 |
| On Cloth, Silk, Cloves, Nutmegs, &c. .. | 1 4 0 | 0 15 0 | 1 0 0 | 5 10 0 | 7 9 3 | 0 10 3 | 0 12 6 | 5 3 0 | 23 0 0 |
| On Tin, Toothnaque, &c. | 0 8 3 | 0 7 6 | 0 7 6 | 1 14 0 | 2 13 0 | 0 7 0 | 0 6 9 | 3 0 0 | 10 0 0 |
| On Iron .. .. .. | 0 4 3 | 0 3 3 | 0 3 9 | 0 11 0 | 0 15 3 | 0 2 0 | 0 2 0 | 1 14 6 | 4 8 0 |
| On Copper.. .. .. | 0 8 3 | 0 7 9 | 0 8 0 | 3 6 9 | 0 3 15 | 0 7 9 | 0 6 6 | 3 4 0 | 13 0 0 |
| On Cloth, per bale containing 6 pieces .. | 0 14 3 | 0 14 3 | 0 7 6 | 3 4 6 | 0 3 9 | 0 5 0 | 0 6 0 | 2 3 6 | 12 0 0 |
| On Cotton .. .. | 0 6 6 | 0 6 0 | 0 6 0 | 1 8 0 | 0 2 4 | 0 5 9 | 0 4 9 | 2 15 0 | 8 8 0 |
| On Chatta, &c., Coarse Cloth .. .. .. | 0 3 6 | 0 3 6 | 0 3 6 | 1 2 0 | 0 3 5 | 0 3 3 | 0 3 0 | 1 5 3 | 6 13 0 |
| On Beetlenut .. .. | 0 6 0 | 0 6 0 | 0 6 0 | 1 9 0 | 1 10 0 | 0 3 9 | 0 5 3 | 2 2 0 | 7 0 0 |

At Benares 2 per cent. on the purchase price as usual.

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## No. XIV.

Copy of the Pottah granted to Rajah Mahipnarain Behauder, of Benares, 1781.

Whereas, the Circar of Benares and Chunar and the mehals of the Circar of Jawenpoor, both maul and sayer and Havely Mahomedabad, Benares, and the Daums of the Mulboos-khas and the pergunnah Bheddohee and the talook of Sungramow dependent on the pergunnah of Chunda and Sukteesghur, and the pergunnah Cunteel, called Beejeypoor, and the Circar of Gauzepoor, and the pergunnah of Secunderpoor, and Khereed and Shadikabad and Tuppee Serincha, with the maul and sayer and kutwally of Jawenpoor, and the Mokeeme and Jettisaub, and Sanguizinee of Benares, both maul and sayer, with the dustoor dewanny, besides half of the jaghire of the pergunnah Bheddohee, &c., and the maâfee to the Rozeenadars, and other expenses of the Hushoominhayree, conformable to your kabooleat, have been granted to you, from the beginning of the month of Assin, 1189 Fussellee, answering to the 14th September 1781, at the agreement of forty lacks of Sicca Rupees, struck in the town of Benares, as a fixed and perpetual sum, without alteration, for every year, and from that amount the sum of 6,66,666-10-10 (six lacks, sixty-six thousand, six hundred and sixty-six Sicca Rupees, ten annas and ten gundas) for this year, which is 1189 Fussellee, on account of devastations, &c., in the two months of disturbances, having been remitted, the remaining account of the Maulwajib maulguzarry of the Sicca being 33,33,333-5-10 (thirty-three lacks, thirty-three thousand, three hundred and thirty-three Rupees, five annas and ten gundas) of Benares Sicca coin, of due standard and weight, agreeably to the separate kistbundy and kabooleat which you have written and delivered under your own seal; you will, month by month, without excuse or delay, and without the expense of the Sebundy and other expenses, conformable to the kists mentioned in them, pay duly as the khazana to the Circar, and in the next year the fixed and perpetual yearly amount, jumma of forty lacks of Sicca Rupees, which you have agreed to, and the kistbundy of which also you have delivered under your own seal into the dufter of the Circar; conformably thereto you will yearly discharge as the maulguzarry to the Circar. By the blessing of God, from this Agreement, in no instance, shall there ever be any deviation or failure.

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BENARES.
No. XIV.

*The Bundobust of the year* 1189 *Fussellee.*

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Conformably to the papers, | Rs. | 49,06,002 | 12 | 0 | | | |
| Increase to the advantage of the Circar ... ... | ,, | 4,00,000 | 0 | 0 | | | |
| | | | | | 53,06,002 | 12 | 0 |
| Deduct the jaghires, &c.: | | | | | | | |
| Jaghire of Benoram Pundit | Rs. | 25,000 | 0 | 0 | | | |
| Ditto of Bundoo Khan ... | ,, | 2,000 | 0 | 0 | | | |
| Ditto of Jaghernaut Surbadar ... ... ... | ,, | 1,200 | 0 | 0 | | | |
| Restored to the Rozeenadars | ,, | 33,296 | 0 | 0 | | | |
| | | | | | 61,496 | 0 | 0 |
| | | | | | 52,44,506 | 12 | 0 |
| Deduct the expenses of Mehals, Amanee, &c.: | | | | | | | |
| The expenses of Mehals Amanee ... ... | Rs. | 41,119 | 6 | 10 | | | |
| Maâfee Maumoulee ... | ,, | 1,02,598 | 8 | 10 | | | |
| | | | | | 1,43,717 | 15 | 0 |
| | | | | | 51,00,788 | 13 | 0 |
| Deduct the Mehal of Keiraghur, of which the Maulguzarry is appropriated to the Circar of the Nabob Vizier-ul-Momalik Behauder, | Rs. | | | | 1,98,046 | 14 | 0 |
| | | | | | 49,02,741 | 15 | 0 |
| Deduct my jaghire, &c., with those of my dependents: | | | | | | | |
| Half the Pergunnah of Bheddohee ... ... | Rs. | 1,58,341 | 0 | 0 | | | |
| The Pergunnah of Mahaiche ... ... ... | ,, | 60,000 | 0 | 0 | | | |
| The Pergunnah of Siedpoor | ,, | 54,000 | 0 | 0 | | | |
| My salary, &c., and those of my dependents ... | ,, | 6,30,400 | 15 | 0 | | | |
| | | | | | 9,02,741 | 15 | 0 |
| | | | | | 40,00,000 | 0 | 0 |
| Deduct the devastations, &c., of two months' disturbances... ... ... ... ... | | | | | Rs. 6,66,666 | 10 | 10 |
| Balance, Benares Sicca Rupees ... | | | | | 33,33,333 | 5 | 10 |

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*From the year* 1190 *Fussellee a fixed and perpetual sum.*

| | | | |
|---|---|---|---|
| Conformably to the former Bundobust ... | Rs. | 33,33,333 | 5 10 |
| Increase taken from the deductions on account of the devastations, &c. ... ... ... | „ | 6,66,666 | 10 10 |
| Total, Benares Sicca Rupees ... | | 40,00,000 | 0 0 |

*Dated the* 1*st of Assin,* 1189 *Fussellee, answering to the* 14*th September* 1781.

(A true copy)

(Signed) EDWARD COLEBROOKE,
*Persian Translator.*

(A true copy)

(Signed) E. HAY,
*Sub-Secretary to the Honourable Board.*

KABOOLEAT of RAJAH MAHIPNARAIN BEHAUDER.

I, Rajah Mahipnarain Behauder:

Whereas, the zemindarry of the Circar of Benares and Chunar, and the mehals of the Circar of Jawenpoor, both maul and sayer, and Havely Mahomedabad, Benares, and the daums of the Mulboos Khas, and the Pergunnah Bheddohee, and the Talook of Sungramow, dependent on the Pergunnah of Chanda, and Suktusgur and Cunteel, called Beedjeypoor, and the Circar of Gazeepoor, and the Pergunnah of Secunderpore, and Kheerud and Shaaduabad, and Tuppee Seriniha, with the maul and sayer and kutwally of Jawenpoor, and the Mookeemee and Yettisaub, and Sangwozinee of Benares, and the entire mehals, both maul and sayer, with the dustoor dewanny of the Soubah Illahabad, besides the Mehal of Keeraghur, of which the maulguzarry is appropriated to the Circar of the Nabob Vizier-ul-Momalik Ausuf-ud-Dowlah Behauder, and the mehals of the jaghires held by the Rozeenadars, and the expenses agreeably to the Hushoomihayee, or account of deductions, has been given in perpetuity to me from the Honourable Company, at the fixed and perpetual yearly sum of forty lacks of Benares Sicca Rupees, of full weight and standard, I have agreed to it, of my own free and entire will; and of that amount the sum of 6,66,666-10-10 (six lacks, sixty-six thousand, six hundred and sixty-six Rupees, ten annas and

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BENARES. No. XIV.

ten gundas) having been remitted and deducted on account of the devastations, &c., in the two months' disturbances for this year 1189 Fussellee, I have acknowledged, without hesitation, the remaining sum of 33,33,333-5-10 (thirty-three lacks, thirty-three thousand, three hundred and thirty-three Rupees, five annas and ten gundas) of Benares Sicca standard, to be due from me, as the Maulwajib of the Circar for the said year; and having written and delivered under my seal, upon a separate paper, the kistbundy of it, I engage and deliver in writing to this effect, that I will, agreeably to the kistbundy, month by month, without excuse or delay, duly pay the Khazana Aumeera of the Circar in the town of Benares; and at the end of the year I will take a receipt and discharge the whole. And the jumma of the next year, 1190 Fussellee, having been settled for the entire sum of forty lacks of Benares Siccas, as a perpetual and fixed sum for every year, that I also do include in this kabooleat, and engage that I will, without excuse or delay, agreeably to the kists of the same, discharge, month by month, the Khazana Aumeera of the Circar, and that I will, without fail, pay the money of the Rozeenadars, &c., conformably to the Hushoomenhayee, and take a receipt for it; and that, employing myself in the duties and affairs of my zemindarry, I will not neglect or be deficient in any one point of diligence and care, but I will behave with the greatest attention to the ryots, and to all people of every rank; and I will exert my utmost abilities in the cultivation and population of the country, and the increase of the revenues, so that it may improve daily: and I will act with such vigour in expelling thieves, night robbers, murderers, and all evil doers, that not one of them shall remain within my zemindarry, and that no crimes and offences shall be heard of. I have therefore delivered these few lines in the nature of kabooleat, that it may be made use of when necessary.

*Dated the 1st of Assin*, 1189 *Fussellee, answering to the 14th September* 1781.

(A true copy)

(Signed) EDWARD COLEBROOKE,
*Persian Translator.*

(A true copy)

(Signed) E. HAY,
*Sub-Secretary to the Honourable Board.*

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AGREEMENT of RAJAH MAHIPNARAIN BEHAUDER, for the payment of the arrears.

Having been ordered from the Presence to collect and pay the Circar whatever balances remain of Cheyt Sing's administration, to the end of the year 1188, I therefore represent, that whatever I can collect of the balances for the above year I will pay to the Circar.

(A true copy)

(Signed) EDWARD COLEBROOKE,
*Persian Translator.*

(A true copy)

(Signed) E. HAY,
*Sub-Secretary to the Honourable Board.*

The REQUESTS of RAJAH MAHIPNARAIN, to which he is hopeful that the GOVERNOR-GENERAL's signature may be affixed.

ARTICLE 1.

Of the Mint and the Adaalet, &c., agreeably to the following list, whatever part shall be divided from my bundobust, I hope that the receipts of that may be deducted in the maulguzarry. 1, The Mint; 2, The Adaalet; 3, The Foujedarry; 4, The Kutwally of Benares; 5, The Nekhas; 6, The Brokerage from strangers; 7, The Falashe; 8, The Rumar Khana; 9, The Dustoor upon rings.

ANSWER TO ARTICLE 1.

Of the Mint and Adaalet, &c., agreeably to the above list, whatever may be the average receipts for the five last years shall be deducted in the maulguzarry; but for the tax upon strangers, which, out of regard to the welfare of the people and the population of the country, I have annulled; you shall have no deduction.

ARTICLE 2.

Whatever may be granted from the Presence to the zemindars, &c., for their support, I am hopeful may be deducted in the maulguzarry.

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BENARES.
No. XIV.

ANSWER TO ARTICLE 2.

The former zemindars and possessors, who received allowances and support, and who were in possession to the end of last year, and who are not included in the paper delivered to the Presence, shall be continued. Besides these, whatever further allowance for support may be made from the Presence to any zemindar, &c., shall be deducted in the maulguzarry.

ARTICLE 3.

Whatever may be the expenses on account of commission of English gentlemen, &c., I am unable to supply them: on this point I request your orders.

ANSWER TO ARTICLE 3.

Whatever article may be commissioned, you shall receive the price of it; besides, on the Company's account, there shall be no commission.

ARTICLE 4.

The way that the bundobust of affairs has been settled is well known to the Presence. In providing the Maulwajib of the Circar, wherever I may see the means of making an increase of profit, I will make the bundobust accordingly. I am hopeful that no one may receive indulgence from the Presence.

ANSWER TO ARTICLE 4.

Wherever you may see the means of making an increase of profit, you will make the bundobust accordingly. No one shall receive indulgence from the Presence.

ARTICLE 5.

I am hopeful that the troops which shall be appointed from the Presence for the protection of the Circar of Benares, &c., may be stationed agreeably to my request.

ANSWER TO ARTICLE 5.

Wherever troops may be necessary, they shall be stationed.

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ARTICLE 6.

Respecting the balances to the end of the year 1188, during Cheyt Sing's administration, I have been ordered from the Presence to collect and pay them to the Circar, I therefore represent that whatever of the balances for the above year I can collect, I will pay to the Circar.

ANSWER TO ARTICLE 6.

Agreed.

(A true copy)

(Signed) E. HAY,
*Sub-Secretary to the Honourable Board.*

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## No. XV.

TO HIS HIGHNESS MAHA RAJAH ISHEREEPERSAUD NARAIN SING BAHADOOR, BENARES.

*Dated 11th March* 1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire this Sunnud is given to you to repeat to you the assurance, which has been already communicated to you on the 24th April last, that, on failure of natural heirs, the British Government will permit and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo Law and the customs of your race.

Be assured that nothing shall disturb the Engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Signed) CANNING.

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# PETTY STATES IN N. W. PROVINCES.

*Gurhwal.*—On the termination of the Nipal War in 1815, Rajah Soodursun Sah, who had been deprived of his country by the Goorkhas, was found in great poverty at Dehra. That portion of his hereditary possessions which lay to the west of the Alikamunda River was restored to him by Sunnud (No. XVI.), the lands to the east, and the Dehra Doon and the Pergunnah of Ramgurh being retained by the British Government.

During the Mutinies of 1857, the Rajah rendered valuable assistance to Government. He died in June 1859, and in consideration of his services, his eldest illegitimate son, Bhowan Sing, was allowed to succeed (No. XVII.) He has since received a Sunnud (No. XVIII.), guaranteeing the right of adoption.

The revenue of the country is about Rupees 80,000, and the population 200,000. The Rajah has no troops of any kind, and pays no tribute.

*Shahpoora.*—The Rajah Dheeraj of Shahpoora is of the Sesodea Rajpoot clan, and immediately descended from a former Rana of Oodeypore. The founder of the house of Shahpoora was Sooruj Mull, a younger son of the Rana, from whom the present Chief is tenth in direct lineal descent. Sooraj Mull received as his portion the Pergunnah of Khyrar, in Meywar, and his son also acquired from the Emperor Shah Jehan of Delhi, in reward of his gallant services, a grant out of the crown lands of Ajmeer, of the Pergunnah of Phoolea, upon condition of furnishing certain horse and footmen for service. He abandoned the town of Phoolea, and founded the present town of Shahpoora.

The present Rajah thus holds Khyrar under the Sovereign of Oodeypore, and Shahpoora under the British Government as part of Ajmeer. His possessions are estimated to yield nearly three lakhs per annum.

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In 1848 he received a Sunnud (No. XIX.) from Government, fixing the amount of his tribute at Rupees 10,000 per annum, but with the proviso that, if the customs duties levied in Ajmeer were abolished, he should also cease to collect such duties, and, in consideration of such loss of revenue, his tribute should be reduced to Rupees 2,000. He is not subject to any of the Ajmeer Courts, but is required by the terms of his Sunnud to report all heinous crimes, involving the punishment of death or imprisonment for life, to the officer in charge of Ajmeer, and to adjudicate upon them with his advice and concurrence.

In March 1862 he received a Sunnud (No. XVIII.), guaranteeing to him the right of adoption.

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## No. XVI.

SUNNUD granted to the RAJAH OF GURHWAL under the seal and signature of the GOVERNOR-GENERAL, dated 4th March 1820.

Whereas the Provinces heretofore forming the Raj of Gurhwal have come into the possession of the British Government; and whereas Rajah Soodersun Sah, a descendant of the ancient Rajah of that country, has evinced his zeal and attachment to the British Government, the Governor-General in Council has conferred on Soodersun Sah, his heirs and successors, in perpetuity, on the conditions hereinafter expressed, the whole of the Territory of Gurhwal, with the following exceptions, that is to say, 1*st*.—The districts situated to the eastward of the River Alikanunda, and to the eastward of the River Mundagunnee, above its confluence with the aforementioned river. 2*ndly*.—The Deyrah Dhoon. 3*rdly*.—The Pergunnah of Raeen Gurh. It will be the duty of the Rajah to make such settlement of the country now conferred upon him as shall be calculated to promote the happiness and welfare of the inhabitants, and to govern his subjects with justice, and to collect the revenues which he will appropriate to his own use. He is further required to prohibit and prevent the traffic in slaves,

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PETTY STATES IN N. W. PROVINCES.

No. XVII.

which is forbidden by the Regulations of the British Government. Whenever the British Government shall have occasion to require from the Rajah assistance in Begaurs, or supplies for the use of its troops, the Rajah is to provide the same to the extent of his ability, to afford every facility to the subjects of the British Government and others trading in his territory, or with the countries beyond it, and is at all times to conform to the directions of the British Government and its officers. The Rajah is not to alienate or mortgage any part of his possessions without the knowledge and consent of the British Government. While these conditions shall be faithfully observed, the British Government will guarantee the Rajah and his posterity in the secure possession of the country now conferred upon him, and will defend him against his enemies.

*The 4th March* 1820.

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## No. XVII.

TRANSLATION of a SUNNUD granting the TERRITORY of GURHWAL to RAJAH BHOWAN SING, dated 6th September 1859.

Be it known to the chowdhories, canongoes and zemindars of the Gurhwal Ilaqa, that the Chief of Gurhwal having died, leaving no legitimate issue, the above territory has lapsed to the Government, with proprietary rights therein, but in consideration of the firm attachment and steady friendship of the late Rajah, and the valuable services which he rendered in 1857, the Government has resolved to confer upon Bhowan Sing, son of the deceased, and the heirs male of his body lawfully begotten, the Territory of Gurhwal, which was in the possession of the late Rajah. I therefore do hereby grant to Bhowan Sing and the heirs male of his body lawfully begotten, the title of Rajah, and the State of Gurhwal.

Be it also known that British subjects, both Native and European, shall have free access into the Rajah's territories for commerce or otherwise; that they shall receive the same consideration and

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protection as the subjects of the Rajah; that the Government shall have power to make roads through the Gurhwal Territory; and that this grant has been made on condition of good behaviour and of service, military and political, in time of danger and disturbance.

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## No. XVIII.

To Rajah Bhowan Sing, of Gurhwal, dated 11th March 1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India, who now govern their own territories, should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire this Sunnud is given to you to convey to you the assurance, that on failure of natural heirs the British Government will recognize and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the Engagement thus made to you so long as your house is loyal to the Crown, and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Signed) Canning.

Sunnuds in the same terms have been granted to the Rajah of Shahpoora, in the N. W. P., and to the Chiefs of Dhamee, Belaspore, Kulsea, Bughat, Bhujjee, Kothar, Durkotee, Beeja, Bulsun, Nalagurh, Sooket, Chumba, Koonhiar, Mundee, Mylog, Nahun, Fureedkote, Keonthul, Turoch, Koomarsein, Mungal, Joobul, Baghul, and Bussahir, in the Punjab.

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## No. XIX.

No. XIX. Translation of a Sunnud continuing Pergunnah Phoolea to Rajah Juggut Sing Jeo, Chief of Shahpoora, dated 27th June 1848.

Whereas the question of fixing the tribute of Pergunnah Phoolea, payable by the Chief of Shahpoora, has been under the consideration of the British Officers for a long time, and from the enquiries which have now been made, it appears that at first Pergunnah Phoolea was granted in jaghire by Aurungzeb Alumgeer, King of Delhi, to Rajah Soojan Sing Jeo, the founder of the family of the Chief of Shahpoora; and from that period to the present day, the Pergunnah has been in the possession and enjoyment of the descendants of the said Rajah, and Rajah Juggut Sing Jeo, son of the late Rajah Madho Sing Jeo, holds it now as a right of succession to his father: Therefore the Government, with reference to the foregoing circumstances, has decided that Pergunnah Phoolea shall, as before, remain in the possession of Rajah Juggut Sing Jeo and his heirs, and has fixed a sum of ten thousand Company's Rupees as its annual tribute, which should be paid annually by the Chief of Shahpoora to the Government. As it is the wish of the British Officers to lay down certain stipulations with regard to the administration of the affairs of the Ilaqa, it has been deemed proper to insert in this Sunnud the following conditions, for future observance, *viz.*:—

1*st.*—That if at any time the customs duties, &c., be abolished in the District of Ajmere, and if the Government wish that the customs duties should also be abolished in Pergunnah Phoolea, the Chief of Shahpoora shall cease to collect any customs duties in that Pergunnah, and in this case the sum of ten thousand Rupees, which has been fixed as annual tribute to Government, shall be reduced to two thousand Rupees only. If the customs duties shall not be abolished entirely, but only a portion thereof cease to be levied, the annual revenue now fixed shall be reduced in proportion to the loss which may be found to be entailed upon the Chief by the abolition of the duties. It will likewise be understood that the amount which the Government will take as its revenue shall, on no account, be less than two thousand Rupees.

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2*nd*.—That all the rules and regulations which are now existing in respect to the civil and criminal cases, shall remain in force, but in a criminal case no one shall be liable to punishment which may be deemed unjust and against the established rules, such as is sometimes inflicted in Native States. All cases of heinous crime, involving the punishment of death, or imprisonment for life, shall be reported to the Agent and Commissioner of Ajmere, and disposed of in accordance with his advice.

3*rd*.—That the rights which the brothers and sons of the Chief or others are in the enjoyment of, shall be respected and continued to them, but it is proper for them all to present peshkush, or to render service, &c., as they may, agreeably to the custom of Pergunnah Shahpoora, be required to do, and in no respect to fail in performing the same.

4*th*.—That should at any time the affairs of Pergunnah Phoolea be found mismanaged, the Government shall draw the attention of the Chief of Shahpoora to that circumstance, and direct him to adopt proper measures for the better management thereof. Thereafter the Government shall, if it be necessary, make such arrangements as may be deemed proper, either through the Chief or without him.

5*th*.—That the Chief of Shahpoora shall, without any excuse on account of calamities, failure of crop, &c., pay by two equal instalments, into the Treasury of Government, the sum of ten thousand Company's Rupees per annum, fixed as above, *viz*., five thousand Rupees in the month of Ughan, and five thousand Rupees in the month of Bysakh. The Rajah of Shahpoora, considering this document as a Sunnud for the perpetual grant of Pergunnah Phoolea, should be under obligation to Government. He shall deem the above-mentioned conditions as binding on him, and continue to abide by them.

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# OUDH.

THE founder of the Oudh family was Sadut Khan, who was appointed Subadar of Oudh in the voluptuous reign of Mahomed Shah. He was succeeded by his son-in-law Sufder Jung, who died in 1753, and was succeeded by his son Suja-ô-Dowla, who was created Vizier by the Emperor Shah Alim.

After his defeat at Buxar, in 1764 (*see* Delhi), the Vizier, having retreated to his own dominions, obtained the assistance of a body of Mahrattas. But this weak force was scattered in a skirmish at Corah, and the Vizier, reduced to extremities, threw himself on the generosity of the British Government. The arrangements which had been made with the Emperor in 1764, by which he ceded Ghazeepore and Benares to the Company, being himself put in possession of all the rest of the Vizier's dominions, was disapproved by the Court of Directors. It was considered expedient to preserve the dominions of the Vizier as a barrier against the Mahrattas, and therefore, by the Treaty of 1765 (No. XX.), the Vizier was restored to all his territories, except Allahabad and Corah, which were given to the Emperor for the support of his dignity and expenses.

Some uneasiness was still felt as to the designs of the Vizier, who had the Emperor completely in his power, and who was ambitious of recovering Corah and Allahabad. It was therefore thought necessary to enter into a new Engagement (No. XXI.) in 1768 for the restriction of the Vizier's army to 35,000 men,* none of them to be equipped or drilled like English Troops.

| | |
|---|---|
| * Cavalry | ... 10,000 |
| Infantry | ... 10,000 |
| Nujeebs | ... 5,000 |
| Artillery | ... 500 |
| Irregulars | ... 9,500 |

At this time the position of the Mahrattas was most threatening. The Emperor had put himself in their hands and been placed by them on the throne of Delhi, but he had no real power, and his name was used as a cloak for the justification of the Mahratta usurpations. On

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leaving Allahabad in 1771 the Emperor put the Vizier in possession of the Fort. But when the Mahrattas extorted from him the cession of Corah and Allahabad, it was deemed necessary, for protection against the Mahrattas, that both the Fort of Chunar and the Fort of Allahabad should be held by English Troops, and Agreements (Nos. XXII. and XXIII.) to this effect were executed on 20th March 1772. The grant of Corah and Allahabad to the Mahrattas was considered to be contrary to the meaning of the Treaty of 1765, by which these districts were given to the Emperor for the support of his dignity, and as the Emperor had abandoned possession of them, they were sold (No. XXIV.) to the Vizier for fifty lakhs of Rupees, and at the same time the Vizier agreed to pay Sicca Rupees 2,10,000 per month for each brigade of English Troops that might march to his assistance.

In 1775 the Vizier Suja-ô-Dowla died and was succeeded by his son Asuf-ô-Dowla. On his accession a new Treaty (No. XXV.) was concluded, confirming him in the possession of Corah and Allahabad, raising the payment for British Troops to Rupees 2,60,000 a month for each brigade, and ceding to the British Government, Benares, Jaunpore, Ghazeepore, and the possessions of Rajah Cheyt Sing. In his pecuniary obligations to the British Government the new Nawab soon fell deeply into arrears. Pressed by his pecuniary embarrassments, the Nawab endeavored to deprive the mother of Suja-ô-Dowla and his own mother, the Buhoo Begum, of the property which had been left them. In 1775 the Buhoo Begum complained that Rupees 26,00,000 had been extorted from her. An Agreement (No. XXVI.), however, was made between her and her son Asuf-ô-Dowla, which was guaranteed by the English Government, maintaining her in the full enjoyment of her jaghires and property.

In 1781, at a personal interview with Warren Hastings at Chunar, a new Treaty (No. XXVII.) was negociated to give relief to the Nawab by the withdrawal of all the English Troops, except a single brigade and one additional regiment, and authorizing the Nawab to resume jaghires, but requiring him to grant equivalent pensions to jaghiredars, whose estates were guaranteed by the British Government. This was taken advantage of by the Nawab for the resumption of the jaghires of the Begums, which were subsequently in part restored,

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and for the spoliation of their treasures, on the alleged ground of their being implicated in Cheyt Sing's rebellion. Warren Hastings' share in these transactions formed one of the charges against him on his impeachment.

The weakness of the Nawab's Government prevented the withdrawal of the English Troops as provided for by the Treaty of 1781. When Lord Cornwallis assumed the Government in 1786 the Nawab pressed for some mitigation of his burdens. It was not deemed safe to reduce the British Troops, but an arrangement (No. XXVIII.) was made, by which the Nawab's payment was fixed at Rupees 50,00,000 a year in lieu of all claims, and a large portion of the balance due to the British Government was remitted.

In the following year a Commercial Treaty (No. XXIX.) was concluded with the Vizier, providing for the levy at fixed places of an *ad-valorem* duty on goods, and prohibiting the levy of transit duties by landholders and others.

The pecuniary difficulties in which the Vizier continued to be involved arose chiefly from his incapacity and misgovernment. In 1797 Sir John Shore paid a visit to Lucknow, to induce the Vizier to reform his administration and to pay part of the increased military establishment which it had been found necessary to keep up. An Agreement (No. XXX.) was at this time made, by which the Vizier undertook to pay for one additional regiment of European and one of Native Cavalry, provided the annual cost should not exceed five and a half lakhs of Rupees.

In 1797 Asuf-ô-Dowla died, and his reputed son Mirza Ali was acknowledged as his successor. His paternity having been afterwards proved to be spurious, he was deposed, and Sadut Ali, the eldest surviving son of Suja-ô-Dowla, and the brother of Asuf-ô-Dowla, was proclaimed in his stead. On the accession of Sadut Ali a Treaty (No. XXXI.) was concluded, by which, among other arrangements, the Vizier's payments to the British Government were raised to seventy-six lakhs a year, and the minimum British Force to be maintained in the country was fixed at 10,000 men. At the same time the Vizier made an Agreement (No. XXXII.) with the Buhoo Begum, granting her certain jaghires in Gonda and Fyzabad under the guarantee of the British Government.

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The Vizier's army was an armed rabble, ill disciplined, and would have been rather a source of danger than a help had the invasion of Zeman Shah, from Afghanistan, with the anticipations of which the people of India were periodically alarmed, taken place. In 1799, therefore, the Marquis Wellesley addressed the Vizier, with a view to induce him to disband his troops, and replace them by a British subsidiary force. Major Scott was deputed to conduct negociations for the above purpose, and to secure, by a cession of territory from the Vizier, a resource for the regular payment of the subsidy. The Vizier was very reluctant to agree to the proposals made to him, and threatened to abdicate in favor of his son. But at length, after protracted negociations and the deputation of the Honorable Mr. Wellesley, the Governor-General's brother, to Lucknow, a Treaty (No. XXXIII.) was signed on 10th November 1801, by which the Vizier ceded to the British Government lands in the Doab, yielding a revenue of Rupees 1,35,23,474, in lieu of the subsidy and all future expenses incurred in defending his territory; reduced his troops to four battalions of Infantry and one of Nujeebs, 2,000 Cavalry and 300 Golundaz; and agreed to introduce a good system of government in his remaining territories. The Treaty also provided for the free navigation of the Ganges and other, rivers, where they formed the mutual boundary of the British Territories and Oudh. At a personal interview with the Vizier at Lucknow, the Governor-General, after some discussion, settled various points arising out of the Treaty of 10th November which remained to be adjusted, and explained the general principles which should regulate the connection and intercourse between the two States as resulting from the Treaty. The results of this conference were embodied in a Memorandum (No. XXXIV.), of which a copy, signed and sealed by the Governor-General, was delivered to the Vizier.

In 1812 a Treaty (No. XXXV.) was made with the Nawab Sadut Ali, to prevent disputes arising out of the frequent changes in the course of the rivers forming the boundaries between the British Territories and Oudh. The Treaty related merely to the prevention of disputes between the two States, and had no reference whatever to the rights of zemindars.

Sadut Ali Khan died on 11th July 1814, and was succeeded by

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his eldest son Ghazi-ood-Deen Hyder. On his accession Engagements (No. XXXVI.) were exchanged between him and the Governor-General, declaring all Treaties and Engagements made with the late Nawab to be in full force to all intents and purposes.

During the negociations with Sadut Ali Khan, which led to the cession of Rohilcund, the Buhoo Begum had offered to make the English Government her heir on condition of her being released from dependance on her grandson, and of her connections and dependants being secured in the undisturbed possession of their property. It was believed that the Vizier's principal objections to the proposed Treaty for the cession of Rohilcund proceeded from the expectation of his acquiring great wealth on the Begum's death. The Governor-General therefore expressed his intention of accepting the Begum's offer. The arrangements, however, were never completed, and in consequence of the altered relations between the Vizier and the Begum, after the conclusion of the Treaty of 1801, Government eventually declined the bequest.

In 1808 the Begum executed a Will, making the British Government heir to the residue of her property, after maintaining certain jaghires and pensions, and paying certain sums for the construction of a Mausoleum, &c. Government, however, declared its intention of yielding the legacy to the Vizier and making over the residue of the property to him. The Will was subsequently revoked, and a Deed of Deposit (No. XXXVII.) was executed, the provisions of which the British Government guaranteed to execute so far as depended on them. The arrangements proposed were, with the Begum's consent, disclosed to the Vizier, who was assured that he would be acknowledged by Government as the Begum's heir on his agreeing in the whole of the purposes of the Will. To this arrangement Ghazi-ood-Deen Hyder intimated his assent in a letter to the Resident, dated 4th August 1814.

The Begum died on 15th December 1815, leaving property to the value of Rupees 99,48,916. After her death it was proposed to embody the obligations of the British Government and the Vizier in regard to her property in a Treaty. But as the Nawab expressed an unwillingness to execute any further documents, which were unnecessary after his engagement in 1814, the Treaty was not pressed on him. All the personal property of the Begum was made over to the

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Vizier on his paying into the British Treasury Rupees 56,84,082, the interest on which was to yield certain pensions which, by the Deed of Deposit, were to be defrayed from the funds left by the Begum. These pensions are now known as the amanut or trust pensions. But besides these there were certain jaghires and pensions payable from the Oudh Treasury, in case of the diminution or resumption of which by the Vizier the British Government was to make a provision of corresponding amount for the holders from the residue of the Begum's property. To this class belonged the pensions of Mirza Ali, Salar Jung and his three sons, and the several members of the Khas Mehal. The pensions of Mirza Ali, Salar Jung and his three sons were subsequently provided for in the arrangements made with the Vizier for the payment of the first Oudh Loan. Of the Khas Mehal pensions, three, namely, those of Lootf-oon-Nissa, Mirza Mahomed Tuckee Khan, and Mirza Nusseer and their children, aggregating Rupees 6,000 a month, were secured by the guarantee of the British Government. These are now known as the zamanut or security pensions.

In 1814, when Lord Moira proceeded to the Upper Provinces to be near the scene of action in the Nipal War, he was visited at Cawnpore by the Nawab, who offered to him a crore of Rupees as a free gift. The gift was declined, but a loan of Rupees 1,08,50,000, at 6 per cent. per annum, was accepted, the interest, Rupees 6,51,000, being devoted from 14th November 1814 to defray certain stipends (No. XXXVIII.) guaranteed by the British Government. The principal of lapsed stipends was repayable to the Oudh Government, and up to 1855 there had been repaid at various times Rupees 72,42,765, leaving outstanding, at 6 per cent., Rupees 36,07,235.

In the month of March 1815, in consequence of the vast expenditure during the Nipal War, Government applied to the Nawab for a second loan of one crore of Rupees, at 6 per cent. On the conclusion of the war, this second loan was extinguished by the cession, by Treaty (No. XXXIX.), to the Nawab, of the District of Khyreegurh and the Terai lands conquered from the Goorkhas, between the Gogra on the West and the District of Goruckpore. By the same Treaty, a part of the District of Goruckpore was ceded in

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exchange by the British Government for the tract of country intervening between the British Districts of Jaunpore, Mirzapore, and Allahabad.

In 1825, the Vizier, who, in 1819, had been raised by the British Government to the dignity of King, proposed that the British Government should cede to him a portion of its territories in exchange for a sum of money. There were, however, insuperable objections to the alienation of any portion of British Territory. But as the Government were suffering from the financial difficulties caused by the protracted hostilities in Burmah, and the King's Treasury was full, a proposal was made to take a loan of a crore of Rupees, at 5 per cent. interest, from the King. The interest of this loan was by a Treaty (No. XL.), dated 17th August 1825, devoted in perpetuity to the payment of certain stipends, and the British Government agreed to be the protector of the honor and prosperity of the stipendiaries.

In the following year a fourth loan of half a crore of Rupees was taken, at 5 per cent. interest, repayable after two years. Before his death, in 1827, the King Ghazi-ood-deen Hyder requested that this loan might be made perpetual, and that the interest should be devoted to meet certain pensions, the stipendiaries being guaranteed the protection of the British Government. But the previous guarantees which Government had given had produced so much embarrassment that the request of the King was declined.

Ghazi-ood-deen Hyder was succeeded by his son Nusseer-ood-deen Hyder. Being anxious to make a permanent provision for certain ladies of his household, Nusseer-ood-deen Hyder proposed to grant another loan, at 5 per cent. interest, consisting of the half crore lent in the previous year, with an additional sum of Rupees 12,40,000. This loan was accepted (No. XLI.), but was made redeemable at any time after the death of the original stipendiaries. No guarantee was given of protection to the stipendiaries, but a promise was made that they would always be treated with special favor and kindness. Rupees 38,40,000 of this loan were repaid, in 1853, to the heirs of some of the original grantees, Rupees 2,40,000 being paid in cash, and Rupees 36,00,000 by transfer to the Government 4 per cent. loan.

In 1833, at the request of the King, Government accepted another loan of Rupees 3,00,000, at 4 per cent., and agreed (No. XLII.) to

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pay the interest in monthly charitable payments to the poor in the city of Lucknow.

Nusseer-ood-deen Hyder died in 1837, and was succeeded by his Uncle, Mahomed Ali Shah. On his accession a Treaty (No. XLIII.) was concluded with him by the Governor-General in Council. The assent of the King was most reluctantly given to this Treaty. The Home Government therefore disallowed it, and directed the restoration of the relations with the State of Oudh to the footing on which they previously stood. The King was thereupon informed of the determination of Government to relieve him from all that was onerous in the conditions respecting the subsidiary force established under the Treaty, and to defray from the British Treasury the expense of the portion of it already organized, but the formal abrogation of the Treaty was not intimated to him.

Mahomed Ali Shah being anxious to provide pensions in perpetuity for certain members of his family, offered, in 1838, a loan of Rupees 17,00,000, at 4 per cent., and requested that the pensioners, to whom the interest was to be paid, should be guaranteed against oppression by future Rulers of Oudh. The loan was accepted (No. XLIV.), but, as in the Agreement of 1829 with Nusseer-ood-deen Hyder, no guarantee was given, the pensioners being promised only the special favor and kindness of the British Government.

In 1839 Mahomed Ali Shah subscribed 12 lakhs of Rupees to the 4 per cent. loan, the interest of which he allotted, by a Deed of Trust (No. XLV.), for the expenses of the Hosseinabad Imambara. To this the King added other sums, aggregating Rupees 24,17,500, and after his death a sum of Rupees 2,33,000 was also invested by the Trustees out of the unexpended surplus of the interest.

In 1840, the King allotted, by another Deed of Trust (No. XLVI.), a sum of Rupees 3,40,800, of which Rupees 2,87,000 were to bear interest at 5 per cent., and Rupees 53,800 at 4 per cent., for the endowment of a hospital at Lucknow.

Various other sums have been, at different times, invested by the Kings of Oudh in Government Funds, but these investments are guaranteed by no special engagements, and in no way differ from ordinary contributions to Government Loans, except that in some cases

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the Promissory Notes were deposited in the Government Treasury at Lucknow, and the interest was paid monthly instead of quarterly. Thus, in February 1842, a sum of Rupees 14,00,000 was contributed, on twelve lakhs of which the interest was made payable monthly. In July 1842 twenty lakhs were subscribed, on eight lakhs of which the interest was made payable monthly: and in September 1842 twelve lakhs more were subscribed on the same terms.

In May 1842, Mahomed Ali Shah died, and was succeeded by his son Amjud Ali Shah, who was succeeded on 13th February 1847 by Wajid Ali Shah.

The condition of the internal administration of Oudh had attracted attention from the earliest times of the connection of the British Government with that State, and it was one of the provisions of the Treaty of 1801 that the Nabob should introduce, under the advice of the British Government, such a system of administration as should be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants. Notwithstanding the repeated warning and advice of successive Residents, the administration was not improved, and in 1831 Lord William Bentinck found it necessary to warn the King that, in the event of improvement and reformation not being effected by His Majesty's Officers, the settlement of the country would need to be made by British Officers. This warning was neglected; the misgovernment of the country continued; and, in November 1847, a few months after the accession of Wajid Ali Shah, Lord Hardinge proceeded to Lucknow and again warned the King that, if within two years, the administration should not be reformed, the British Government would be forced to interfere by assuming the Government of Oudh. No improvement did take place within the two years of probation, but a natural reluctance to proceed to extreme measures prevented Government from at once acting up to the threat held out by Lord Hardinge, and the outbreak of the second war in Burmah diverted attention for a time from Oudh.

In 1854 the state of Oudh showed none of that amendment which Government had declared to be indispensable, and the Resident was required to report whether the duty imposed on the British Government by the Treaty of 1801 would any longer admit of

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Government honestly indulging the reluctance it had felt to have recourse to extreme measures. The Resident's enquiries showed the state of Oudh to be most deplorable, and that the improvement, which Lord Hardinge peremptorily demanded seven years before, had not in any degree been effected. The British Government therefore finally resolved to assume the administration of Oudh in one form or another. A Treaty* was proposed to the King, which provided that the sole

* TREATY between the HONORABLE EAST INDIA COMPANY and HIS MAJESTY ABDOOL MUNSOOR, NASEER-OOD-DEEN, SIKUNDUR JAH, MAHOMED WAJID ALI SHAH, King of Oudh; settled on the part of the HONORABLE COMPANY by MAJOR GENERAL JAMES OUTRAM, C. B., Resident at Lucknow, in virtue of full powers granted to him by the Most Noble JAMES RAMSAY, Marquis of Dalhousie, Knight of the Most Ancient and Most Noble Order of the Thistle, one of Her Majesty's Most Honorable Privy Council, Governor-General in Council, appointed by the Honorable Company to direct and control all their affairs in the East Indies; and on the part of His Majesty the KING OF OUDH by

Whereas in the year 1801 a Treaty was concluded between the Honorable East India Company and His Excellency the Nabob Vizier Saadut Ali Khan Bahadoor; and whereas the 6th Article of the said Treaty requires that the Ruler of Oudh, always advising with and acting in conformity to the counsel of the officers of the Honorable Company, shall "establish in his reserved dominions such a system of administration, to be carried into effect by his own officers, as shall be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants;" and whereas the infraction of this essential engagement of the Treaty by successive Rulers of Oudh has been continued and notorious; and whereas its long toleration of such infraction of the Treaty on the part of the Rulers of Oudh has exposed the British Government to the reproach of having failed to fulfil the obligations it assumed towards the people of that country; and whereas it has now become the imperative duty of the British Government to take effectual measures for securing permanently to the people of Oudh such a system of just and beneficent administration as the Treaty of 1801 was intended, but has failed, to provide; the following Treaty, consisting of seven Articles, is concluded, on the one part by the Most Noble the Marquis of Dalhousie, K. T., Governor-General in Council, appointed by the Honorable Company to direct and control all their affairs in the East Indies, through Major-General Outram, C. B., Resident at Lucknow, under full powers vested in him by the said Governor-General; and on the other part by His Majesty, Abdool Munsoor, Naseer-ood-Deen, Sikundur Jah, Mahomed Wajid Ali Shah, King of Oudh, for himself and his heirs, through

ARTICLE I.

It is hereby stipulated and agreed that the sole and exclusive administration of the Civil and Military Government of the Territories of Oudh shall be henceforth vested for ever in the Honorable East India Company, together with the full and exclusive right to the revenues thereof, the said Company hereby engaging to make ample provision for the maintenance of the Royal dignity, as hereinafter mentioned, and for the due improvement of the said territories.

ARTICLE II.

It is stipulated and agreed that the Sovereign title of King of Oudh shall be retained by His Majesty, and that it shall descend in continual succession to the heirs male of his body, born in lawful wedlock.

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OUDH. Civil and Military Government of Oudh should be vested in the British Government for ever; that the title of King of Oudh should be continued to His Majesty, and the lawful heirs male of his body; that the King should be treated with all due attention, respect and honor, and should have exclusive jurisdiction within the palace at Lucknow and the Dil Koosha and Beebeepore Parks, except as to the infliction of capital punishment; that the King Wajid Ali Shah should receive twelve lakhs a year for the support of his dignity and honor, besides a sum of three lakhs for palace-guards; that his successors should receive twelve lakhs a year; and that his collateral relations should be maintained separately by the British Government.

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ARTICLE III.

It is stipulated and agreed that His Majesty the King and his successors shall be treated upon all occasions with the attention, respect, and honor which are due to a Sovereign Prince.

ARTICLE IV.

It is further stipulated and agreed that, notwithstanding the provisions of the first Article of the present Treaty, His Majesty the King of Oudh and his successors shall retain full and exclusive jurisdiction within the precincts of the Palace at Lucknow, as well as within the Dil Khosha and Beebeepore Parks, provided always that the punishment of death shall not be inflicted by the order of the King, or within the limits of the palace and garden parks aforesaid, unless with the previous consent of the Governor-General in Council.

ARTICLE V.

Whereas it is expedient and right that the Crown of His Majesty the King of Oudh should be upheld in fitting dignity and honor, it is hereby stipulated and agreed that the Honorable East India Company shall pay to His Majesty the said Mahomed Wajid Ali Shah, from out of the revenues of Oudh, twelve lakhs of Company's Rupees per annum; and that the said Company shall further maintain for His Majesty a body of Palace Guards at a cost not exceeding three lakhs of Company's Rupees per annum.

To each of His Majesty's successors it is agreed that the said Company shall pay twelve lakhs of Company's Rupees per annum.

ARTICLE VI.

In order that nothing may be wanting to the full measure of liberal endowment which the Honorable East India Company desires to secure to his Majesty the King of Oudh, it is hereby agreed that the said Company shall take upon itself the maintenance of all collateral members of the Royal family, for whom provision is now made by His Majesty the King.

ARTICLE VII.

All former Treaties between the Honorable East India Company and the rulers of Oudh which are now in force, and which are not contrary to the tenor of this Engagement, are confirmed by it.

This Treaty, consisting of seven Articles, has been settled and concluded by Major-General James Outram, C. B., Resident at Lucknow, under the full powers vested in him by the Most Noble the Governor-General in Council as aforesaid, with His Majesty Abdool Munsoor, Naseer-ood-Deen, Sikundur Jah, Mahomed Wajid Ali Shah, King of Oudh, for himself and his heirs, in the City of Lucknow, on the day of in the year of Our Lord one thousand eight hundred and fifty-six, corresponding with

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The King was allowed three days to consider and sign the Treaty. He refused to sign it, and therefore, in February 1856, the British Government assumed to itself the Government of Oudh exclusively and for ever. A provision of twelve lakhs a year was offered to the King, which he accepted in October 1859. Separate provision has been sanctioned for his collateral relatives. Wajid Ali Shah has been allowed to retain the title of King of Oudh, but on his death the title will cease absolutely, and the pecuniary allowance will not be continued on its present scale. Government has purchased a residence for the King in the suburbs of Calcutta; the King has been allowed no jurisdiction within his estate, but provision has been made for serving legal process within its precincts through the Officer who is appointed as Agent with His Majesty on the part of the British Government. In March 1862 an Act was passed to exempt the King from the jurisdiction of Criminal Courts, except for capital offences; to provide for his trial, if necessary, by commission; to exempt him from appearance as a witness in any Court; and to provide for his examination through the Agent to the Governor-General.

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## No. XX.

TREATY between the NABOB SHUJAH-UL-DOWLA, the NABOB NUDJUM-UL-DOWLA, and the ENGLISH COMPANY, executed at ILLIABAD, the 16th of August 1765.

*(Sealed and approved of by the King.)*

Whereas, the Right Honourable Robert Lord Clive, Baron Clive of Plassey, Knight Companion of the Most Honourable Order of the Bath, Major-General and Commander of the Forces, President of the Council, and Governor of Fort William, and of all the Settlements belonging to the United Company of Merchants of England trading to the East Indies, in the Provinces of Bengal, Behar, and Orissa; and John Carnac, Esq., Brigadier-General, Colonel in the service of the said Company, and Commanding Officer of their Forces upon the Bengal Establishment, are invested with full and ample powers on the behalf of His Excellency the Nabob Nudjum-ul-Dowla, Soubahdar of Bengal, Behar, and Orissa, and likewise on the behalf of the United Company of Merchants of England trading to the East Indies, to negotiate, settle, and finally to conclude a firm and lasting peace with His Highness the Nabob Shujah-ul-Dowla, Vizier of the Empire: Be it known to all those to whom it may or shall in any manner belong, that the above-named Plenipotentiaries have agreed upon the following Articles with His Highness:—

### ARTICLE 1.

A perpetual and universal peace, sincere friendship, and firm union shall be established between His Highness Shujah-ul-Dowla and his heirs, on the one part, and His Excellency Nudjum-ul-Dowla, and the English East India Company, on the other; so that the said contracting powers shall give the greatest attention to maintain between themselves, their dominions, and their subjects this reciprocal friendship, without permitting, on either side, any kind of hostilities to be committed, from henceforth, for any cause, or under any pretence whatsoever; and everything shall be carefully avoided which might hereafter prejudice the union now happily established.

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ARTICLE 2.

In case the dominions of His Highness Shujah-ul-Dowla shall at any time hereafter be attacked, His Excellency Nudjum-ul-Dowla and the English Company shall assist him with a part or the whole of their forces, according to the exigency of his affairs, and so far as may be consistent with their own security: and if the dominions of His Excellency Nudjum-ul-Dowla or the English Company, shall be attacked, His Highness shall, in like manner, assist them with a part or the whole of his forces. In the case of the English Company's forces being employed in His Highness's service, the extraordinary expence of the same is to be defrayed by him.

ARTICLE 3.

His Highness solemnly engages never to entertain or receive Cossim Ally Khan, the late Soubahdar of Bengal, &c., Sombre, the assassin of the English, nor any of the European deserters, within his dominions, nor to give the least countenance, support, or protection to them. He likewise solemnly engages to deliver up to the English whatever Europeans may in future desert from them into his country.

ARTICLE 4.

The King Shah Aalum shall remain in full possession of Cora, and such part of the Province of Illiabad as he now possesses, which are ceded to His Majesty, as a royal demesne, for the support of his dignity and expences.

ARTICLE 5.

His Highness Shujah-ul-Dowla engages in a most solemn manner, to continue Bulwant Sing in the zemindarries of Benares, Ghazepore, and all those districts he possessed at the time he came over to the late Nabob Jaffier Ally Khan and the English, on condition of his paying the same revenue as heretofore.

ARTICLE 6.

In consideration of the great expence incurred by the English Company in carrying on the late war, His Highness agrees to pay them (50) fifty lakhs of Rupees, in the following manner; viz.,

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(12) twelve lakhs in money, and a deposit of jewels to the amount of (8) eight lakhs, upon the signing of this Treaty; (5) five lakhs one month after, and the remaining (25) twenty-five lakhs by monthly payments, so as that the whole may be discharged in (13) thirteen months from the date hereof.

ARTICLE 7.

It being firmly resolved to restore to His Highness the country of Benares, and the other districts now rented by Bulwant Sing, notwithstanding the grant of the same from the King to the English Company, it is therefore agreed that they shall be ceded to His Highness in manner following; viz., they shall remain in the hands of the English Company, with their revenues, till the expiration of the Agreement between Bulwant Sing and the Company, being on the 27th of November next; after which His Highness shall enter into possession, the Fort of Chunar excepted, which is not to be evacuated until the 6th Article of this Treaty be fully complied with.

ARTICLE 8.

His Highness shall allow the English Company to carry on a trade, duty free, throughout the whole of his dominions.

ARTICLE 9.

All the relations and subjects of His Highness, who in any manner assisted the English during the course of the late war, shall be forgiven, and no ways molested for the same.

ARTICLE 10.

As soon as this Treaty is executed, the English forces shall be withdrawn from the dominions of His Highness, excepting such as may be necessary for the garrison of Chunar, or for the defence and protection of the King in the City of Illiabad, if His Majesty should require a force for that purpose.

ARTICLE 11.

His Highness the Nabob Shujah-ul-Dowla, His Excellency the Nabob Nudjum-ul-Dowla, and the English Company promise to observe sincerely and strictly all the Articles contained and settled in

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the present Treaty; and they will not suffer the same to be infringed, directly or indirectly, by their respective subjects: and the said contracting powers, generally and reciprocally, guarantee to each other all the stipulations of the present Treaty.

*Signed, sealed, and solemnly sworn to, according to their respective faiths, by the contracting parties, at Illiabad, the 16th day of August, in the year of Our Lord* 1765, *in the presence of us,*

EDMUND MASKELYNE. CLIVE. L. S.

ARCHIBALD SWINTON. JOHN CARNAC. L. S.

GEORGE VANSITTART. SHUJAH-UL-DOWLA'S Seal and Ratification. L. S.

MIRZA KOSSIM KHAN.
RAJAH SHITABROY.
MEER MUSHALA.

*Fort William, September 30th,* 1765.

(A true copy)

(Signed) ALEXANDER CAMPBELL, S. S. C.

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## No. XXI.

TREATY between the COMPANY and the VIZIER SHUJAH-UL-DOWLA, 1768.

Whereas unbecoming rumours have been propagated abroad, which tend to the interruption of the firm friendship, union, and confidence formerly established between His Highness the Nabob Shujah-ul-Dowla, Vizier of the Empire, on the one part, and the Right Honourable Robert Lord Clive, and General John Carnac, on behalf of the deceased

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OUDH. No. XXI.

Nabob Nudjum-ul-Dowla, late Soubahdar of Bengal, Behar, and Orissa, and the English Company, on the other part; Harry Verelst, Esq., President and Governor of Fort William, and the Council thereof, with a view to the removal of all causes of jealousy and disagreement, and the confirmation of a good disposition on both sides, have deputed John Cartier, Colonel Richard Smith, and Claud Russell, three Members of the Council from Calcutta, personally to confer with His Highness aforesaid, and whereas the aforesaid John Cartier, Colonel Richard Smith, and Claud Russell, after effecting an interview with His Highness aforesaid, have reason to be satisfied with his steady attachment to the English, they therefore, on behalf of His Excellency the Nabob Syef-ul-Dowla, Soubahdar of Bengal, Behar, and Orissa, and the English Company, renew and confirm the former Treaty, letter by letter, and Article by Article; and His Highness the Nabob Shujah-ul-Dowla aforesaid, doth likewise renew and confirm the said Treaty; and moreover, out of a pure desire effectually to eradicate all doubts and jealousies, to establish the present harmony on the most durable basis, and to confirm the former Treaty, doth consent and agree, that the following words shall be inserted as an explanatory clause in the said Treaty: It is by the advice and consent of the President and Council aforesaid, agreed, that His Highness shall not entertain a number of forces exceeding thirty-five thousand men, whether sepoys, cavalry, peons, artillery-men, rocket-men or troops of any denomination whatever. Of this number ten thousand are to be cavalry, ten battalions of sepoys, including soubahdars, jemadars, havildars, and all ranks of officers, not to exceed ten thousand men; the Nujib regiment, consisting of five thousand men, with matchlocks, to remain always on its present establishment; five hundred men for the artillery, and that number never to be exceeded; the remaining nine thousand five hundred men are to be irregulars, neither to be clothed, armed or disciplined after the manner of the English sepoys or Nujib regiment: and His Highness also engages to arm none of his forces, besides the ten thousand men mentioned in this Treaty, after the English manner, nor to train them in the discipline of the English troops. In consideration thereof, the said John Cartier, Colonel Richard Smith, and Claud Russell engage, on behalf of His Excellency the Nabob Syef-ul-Dowla and

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the English Company aforesaid, that whilst His Highness Shujah-ul-Dowla aforesaid and his successors shall abide by the Articles of this Treaty, neither the present Council of Fort William, nor any future Council, shall hereafter introduce any new matter relative thereto, besides what has been formerly agreed to, and is now concluded upon, and both parties shall consider this Agreement as firm and binding. His Highness aforesaid shall swear upon the Koran, John Cartier, Colonel Richard Smith, and Claud Russell upon the Gospel, never to infringe the minutest part or meaning hereof, and to maintain it themselves, and to transmit it inviolable to their posterity.

(Signed) JOHN CARTIER.
„ RICHARD SMITH.
„ CLAUD RUSSELL.

*Signed, sealed, and solemnly sworn to, according to their respective faiths, by the contracting parties, at Benares, the 29th day of November, in the year of Our Lord* 1768, *in the presence of us,*

(Signed) GABRIEL HARPER.
„ C. W. BOUGHTON.
„ W. M. COXE.

L. S.

I promise to disband all the troops which I now entertain, exceeding the number of thirty-five thousand horse and foot, and to comply with all the Articles stipulated in the Treaty, within the space of three months.

*Written the 19th of the month Rajib, the year of the Hegira* 1182, *which answers to the 29th of November* 1768.

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OUDH.
No. XXII.

## No. XXII.

An AGREEMENT between His Highness the NABOB SHUJAH-UL-DOWLA, Vizier of the Empire, on one part, and BRIGADIER-GENERAL SIR ROBERT BARKER, Commander-in-Chief of the Forces of the United Company of Merchants of England trading to the East Indies, under their Presidency of Bengal, on the part of the said Company, on the other, relative to the forces of the English East India Company possessing the Fort of Chunar Gur, in the zemindarry of the Rajah Cheyt Sing. Be it known to all those to whom it may or shall in any manner belong, that the above-mentioned General Sir Robert Barker has agreed upon the following Articles with His Highness relative to the said Fort:—

*First.*—The better to enable the East India Company to assist His Highness with their forces for the preservation of his dominions, conformable to a Treaty of Peace between the Right Honourable Lord Clive and John Carnac, Esq., (on the part of Nudjib-ul-Dowla, Soubahdar of Bengal, Behar, and Orissa, and likewise on the part of the United Company of Merchants of England trading to the East Indies,) and the Nabob Shujah-ul-Dowla, Vizier of the Empire, done at Allahabad, on the 16th day of August, in the year of Our Lord one thousand seven hundred and sixty-five, His Highness has delivered up to them the Fort of Chunar Gur, in the zemindarry of Rajah Cheyt Sing, to be held by them, and to be garrisoned solely by their troops, as long as it may be necessary for the support of His Highness' interest or the interest of the English East India Company, and for the preservation of the Provinces of Bengal, Behar, and Orissa.

*Second.*—Upon any occasion where it may be necessary for the English Company to withdraw their forces and evacuate the Fort of Chunar Gur, in that case the Fort shall be delivered to His Highness the Nabob Shujah-ul-Dowla, and in like manner whenever the troops of the English East India Company shall advance on the west side of the River Caramnassa, the said Fort shall at all times be evacuated for them and their sole use and purpose.

*Third.*—Whatever expences shall be incurred by the English East India Company for repairs or additions in the fortifications, or for the erecting or repairing magazines, store-houses, and barracks, such expences shall be reimbursed by His Highness upon the re-delivery of

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the said Fort to him, but it has been determined the said expences shall not exceed four lakhs of Rupees, and the accounts to be examined by proper persons for each party.

(Signed) ROBERT BARKER.

*Signed and sealed by the contracting parties at the Camp at Saundee, this 20th day of March, in the year of Our Lord One Thousand Seven Hundred and Seventy-Two.*

In the presence of us,

(Signed) GABRIEL HARPER.
,, JOHN COCKERELL.
,, WILLIAM DAVY.

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## No. XXIII.

AN AGREEMENT between His Highness the NABOB SHUJAH-UL-DOWLA, Vizier of the Empire, on one part, and BRIGADIER-GENERAL SIR ROBERT BARKER, Commander-in-Chief of the Forces of the United Company of Merchants of England trading to the East Indies, under their Presidency of Bengal, on the part of the said Company, on the other, relative to the Fort of Allahabad. Be it known to all those to whom it may or shall in any manner belong, that General Sir Robert Barker has agreed upon the following Articles with His Highness relative to the said Fort:—

*First.*—His Majesty Shah Allum having been pleased to confer on and make over to the Nabob Shujah-ul-Dowla, Vizier of the Empire, the Fort of Allahabad, whenever His Excellency shall demand the said Fort, at the expiration of ten days after such demand shall be made, the troops of the English East India Company shall evacuate the said Fort and deliver it up to His Excellency.

*Second.*—The troops of the English East India Company shall garrison the Fort of Allahabad in the same manner on the part of the Vizier, as heretofore they held it for the King, until it is demanded by the Nabob Shujah-ul-Dowla, unless the said Company may find it

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necessary to withdraw their troops and consequently evacuate the said Fort before such a demand may be made. In such case timely notice to be given to His Excellency.

(Signed) ROBERT BARKER.

*Signed and sealed by the contracting parties at the Camp at Saundee, this 20th day of March, in the year of Our Lord One Thousand Seven Hundred and Seventy-Two.*

In the presence of us,

(Signed) GABRIEL HARPER.
„ JOHN COCKERELL.
„ WILLIAM DAVY.

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## No. XXIV.

TREATY with SHUJAH-UL-DOWLA, 1773.

The Vizier of the Empire, Asuph Jah Shujah-ul-Mulck, the Nabob Shujah-ul-Dowla, Aboo-ul-Munsoor Cawn Behauder, Sifdar Jung, Sippah Salah, on the one part, and Warren Hastings, Esquire, President of the Council, Governor of Fort William, and Commander-in-Chief of the Forces of the English Company, in the Provinces of Bengal, Behar, and Orissa, for and in the name of the English Company, on the other part; do agree on the following Articles:—

### ARTICLE 1.

Whereas, in the Treaty concluded at Allahabad, the 16th August 1765, between the Vizier and the Company, it is expressed that the districts of Corah and Allahabad were given to His Majesty for his expenses; and whereas, His Majesty has abandoned the possession of the aforesaid districts, and even given a Sunnud for Corah and Currah to the Mahrattas, to the great prejudice of the interests both of the

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Vizier and of the English Company, and contrary to the meaning of the said Treaty, and hath thereby forfeited his right to the said districts, which have reverted to the Company from whom he received them: it is therefore agreed, that the aforesaid districts shall be put into the possession of the Vizier on the following conditions; and that, in the same manner as the Province of Oude and the other dominions of the Vizier are possessed by him, so shall he possess Corah and Currah, and Allahabad, for ever. He shall by no means, and under no pretence, be liable to any obstructions in the aforesaid countries from the Company and the English Chiefs: and exclusive of the money now stipulated, no mention or requisition shall by any means, be made to him for anything else on this account. This Agreement shall be observed by all the English Chiefs, gentlemen of the Council, and by the Company, nor shall it ever be broken or deviated from.

CONDITIONS, *viz.:*

He shall pay to the Company fifty lacks (50,00,000) of Sicca Rupees, according to the currency of the Province of Oude, as follows, *viz.*,

| | | |
|---|---|---|
| In ready money ... ... ... | Sicca Rupees | 20,00,000 |
| In two years after the date hereof, *viz.*, | | |
| The first year ... ... ... | 15,00,000 | |
| The second year ... ... ... | 15,00,000 | |
| | | 30,00,000 |
| | Sicca Rupees... | 50,00,000 |

ARTICLE 2.

To prevent any disputes arising concerning the payments which shall be made by the Vizier, for the expenses of the Company's troops that may march to his assistance:

It is agreed, that the expense of a brigade shall be computed at two lacks ten thousand (2,10,000) Sicca Rupees per month, according to the currency of the Province of Oude. By a brigade is meant as follows, *viz.*,

2 Battalions of Europeans.
6 Battalions of Sepoys.
1 Company of Artillery.

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OUDH. No. XXV.

The expenses of the said troops shall be defrayed by the Vizier, from the time that they shall have passed the borders of his dominions till they return within the borders of the Province of Behar; and exclusive of the above-mentioned sum, no more shall, on any account, be demanded from him. Should the Company and the English Chiefs have occasion to send for the troops of the Vizier, the Company and the English Chiefs shall also pay their expenses in the like manner.

*Signed, sealed, and solemnly sworn to by the contracting parties at Benares, this 7th day of September, in the year of Our Lord* 1773, *in the presence of us,*

(Signed) JOHN STEWART.
„ WILLIAM REDFEARN.

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## No. XXV.

TRANSLATION of the PROPOSED ARTICLES of the TREATY with the NABOB AUSUF-UL-DOWLA, 1775.

The Nabob Ausuf-ul-Dowla, Icayaa Cawn, Behauder, Hozebbus Jung, on the one part, and the Honourable Warren Hastings, Esq., Governor-General, and the Members of the Supreme Council of Fort William, for and in the name of the English East India Company, on the other part, agree to the following Articles:—

### ARTICLE 1.

That universal peace, firm friendship, and perfect union, shall for ever be established between the Nabob Ausuf-ul-Dowla and the English East India Company. The contracting powers, with a view of maintaining this reciprocal friendship in the future, shall not for any cause or under any pretence, encourage the ryots and the inhabitants of their Soubahs in committing hostilities and disturbances; and everything shall be avoided by the said powers which might occasion

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them. Their friends and enemies are mutual, and any person who shall run away and take refuge in the country of one of the said parties, shall be given up to the other, and no assistance afforded him.

ARTICLE 2.

The aforesaid Nabob engages never to entertain or receive in his dominions Cossim Alli Cawn, the former Soubahdar of Bengal, and Sumro, the murderer of the English; even in case of his getting them into his hands, he will, out of friendship, make them prisoners, and deliver them to the English Company. He also engages not, for any cause or under any pretence, to entertain Europeans of any nation in his service, without the consent of the English Company: That he will prevent, oppose, and send back such as offer to come into, pass through, or remain, or shall be in his dominions, without the perwannah of the English Company. The Europeans of every nation in the service of the said Nabob are hereby dismissed; and now, and in the future, he engages never to entertain the said Europeans, and to deliver up to the English Company such of their servants who have deserted or may desert, in case of his apprehending them.

ARTICLE 3.

If the King should write anything relative to the affairs of the Nabob Ausuf-ul-Dowla to the English Sirdars, they will attend to the satisfaction, advantage, and inclination of the said Nabob, and not consent to what the King may say or write. In like manner, if the King should write to the Nabob Ausuf-ul-Dowla relative to the affairs of the English Sirdars, he will attend to their satisfaction, advantage, and inclination, and not consent to what he may say or write.

ARTICLE 4.

The countries of Corah and Allahabad shall always, and for ever, remain in the possession of the Nabob Ausuf-ul-Dowla, on the same footing as the Soubah of Oude; and they shall on no account, in the future, be disturbed by the English, nor will they ever request a dam or derrum, or anything from the said countries. The English Sirdars

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engage to defend the Soubah of Oude at all times, and Corah and Allahabad, until the pleasure of the Court of Directors shall be known.

ARTICLE 5.

The said Nabob, for the defence of his country, as above specified, declares that he has given up of his own free will and accord, unto the English Company, all the districts dependent on the Rajah Cheyt Sing, together with the land and water duties, and the sovereignty of the said districts in perpetuity: That the English Company shall, after one month and a half from the date of this Treaty, take upon them the sovereignty and possession of the districts under Rajah Cheyt Sing, as hereunder specified, *viz.*,

| | |
|---|---|
| Sircar Benares. | The districts of Juanpore. |
| Sircar Chumah. | Bijehpore Bahdore. |
| Suktessgur. | Mulboss Kawss. |

The Sircar of Gawzypore.

The Pergunnah of Seekundapore, Jeride, Shaay, Abad, Toppa, Surchchur, &c., as formerly; the Mint and Kutwally of Benares.

ARTICLE 6.

The Nabob Ausuf-ul-Dowla, for the aid and assistance of the English troops when stationed with him, shall pay monthly, from the date of this Treaty, for the charges of a brigade, the sum of two lacks sixty thousand Oude Sicca Rupees, of the sixteenth year, agreeable to the present currency. If, in future, this currency should be abolished, the decrease or increase of batta shall be mutually given and received by the parties. The particulars of a brigade are, *viz.*, two battalions, or one regiment of Europeans, one company of artillery, and six battalions of sepoys.

The aforesaid Nabob shall, whenever the English troops pass the boundaries of the Company's province, at his request, pay the stipulated sum monthly, from that time until their return to the above-said boundaries.

ARTICLE 7.

If the aforesaid Nabob shall ever require the aid or assistance of the English Company for the defence of any other of his countries

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besides those above specified, he will fix something for the Company proportioned to the service.

The English Company and all the English Sirdars engage to perform whatever Articles are now mutually settled; and in the future, during the life of the Nabob Ausuf-ul-Dowla, they will never vary or depart from them. They will not, in any respect or manner, make request of anything new or contrary to the tenor of this Treaty.

The parties mutually swear, according to their respective faiths, to abide by these Engagements.

*Dated the* 20*th Rubby-ut-Ewut,* 1189 *of the Hegira, or the* 21*st of May* 1775.

(A true translation)

(Signed) JOHN BRISTOW,
*Resident at the Court of the Nabob of Oude.*

Compared with an attested copy sent down by Mr. Bristow, and found to be an exact translation, except that the word "Bahdoee" in the list of districts was omitted, which I have inserted.

(Signed) J. H. D'OYLY,
*Actg. Pn. Tr.*

TRANSLATION of AGREEMENT under the Seal of His Excellency the NABOB AUSUF-UL-DOWLA.

In case of any persons having any demands, or having received tuncaws on Rajah Cheyt Sing, or on the districts under him, agreeable to my order, such demands or tuncaws do not depend on the said Rajah, or on the said districts, but are due from myself.

The possession and sovereignty, in perpetuity, of the said districts under the said Rajah, without incumbrances, delays, dues, debts, tuncaws, &c., I wholly give up to the English Company at the expiration of one month and a half.

*Dated the* 20*th of Rubby-ut-Ewut,* 1189 *of the Hegira, or the* 21*st May* 1775.

(A true translation)

(Signed) JOHN BRISTOW,
*Resident at the Court of the Nabob of Oude.*

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Compared with an attested copy sent down by Mr. Bristow, and found to be an exact translation.

(Signed) J. H. D'OYLY,
*Actg. Pn. Tr.*

TRANSLATION of an AGREEMENT under the seal of His Excellency the NABOB AUSUF-UL-DOWLA.

The balance due to the English Company on account of the countries of Corah and Allahabad, Rohilcund, and the tuncaw for the troops, according to the Engagements of the late Nabob Shujah-ul-Dowla, shall be paid to them as it becomes due, without any dispute.

*Dated the 20th of Rubby-ut-Ewut,* 1189 *of the Hegira, or the 21st of May* 1775.

(A true translation)

(Signed) JOHN BRISTOW,
*Resident at the Court of the Nabob of Oude.*

Compared with an attested copy sent down by Mr. Bristow, and found to be an exact translation.

(Signed) J. H. D'OYLY,
*Actg. Pn. Tr.*

Considered the proposed Articles for a Treaty of Alliance with the Nabob Ausuf-ul-Dowla.

Approved the 1st Article.
Ditto the 2nd ,,
Ditto the 3rd ,,
Ditto the 4th ,,
Ditto the 5th ,,
Ditto the 6th ,,
Ditto the 7th ,,

Ordered that the Treaty be compared with the Persian copy, and if it be found exact, that two fair copies be engrossed in form, for the seal of the Company and signature of this Board, to be forwarded to Mr. Bristow, that he may obtain the same testimonies on the part of the Nabob, and return one of them.

Approved the two other Engagements taken by Mr. Bristow, from the Nabob.

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# No. XXVI.

## No. 1.

COPY of a DRAFT of a COWLNAMA under the Seal of the NABOB ASOPH-UL-DOWLAH, dated the 19th of Shabaun, in the year 1189 of Hijeree (15th of October 1775).

I, Asoph-ul-Dowlah Bahadre, engage and give this written Agreement, *viz.* :—

I have now taken from my mother thirty lacks of Rupees on account of the present, and twenty-six lacks on account of former debts, in specie, goods, jewels, elephants, camels, &c., from the patrimony of my father, and have no further claim on her. Having received this through the English Chiefs, I renounce all further demands on her. I also engage that I will never molest my mother in the enjoyment of the jaghiers, gunges, culladarries, gardens, or the Mints of Oudh, Fyzabad, &c., conferred on her by the late blessed Nabob, but will leave her in the full possession of them during her life-time. As long as my mother lives, I will give her no trouble on account of them. She shall collect whatever appears to be due from the said jaghiers, by her own people, I will not obstruct it. When my mother goes on her pilgrimage, she is at liberty to leave the jaghiers, &c., under the charge of whomsoever she pleases. It is entirely at her option. I will not oppose it. Whether she resides here or goes on a pilgrimage, the jaghiers, &c., shall remain in her possession, and no person shall, on any occasion, obstruct or molest her therein. To whomsoever my mother shall give charge of the jaghiers, &c., I will on every occasion protect and assist him, and when she goes on her pilgrimage, she is at liberty to take with her such of her slaves, women, and goods as she thinks proper. I will not molest her. Nor will I give any trouble to Johur Ally Khan, Bahadre Ally Khan, Nishaut Ally Khan, Shegoon Ally Khan, or to the Tavildarnees, by any demand on them. My mother is at liberty to act as she pleases therein. She is the mistress. For the observance of all these Articles, I give God, and His Prophet, the twelve Imaums, the fourteen Maussooms and the English Chiefs, as guarantees. The English Chiefs are joined in this Engagement. Further, I will not in future demand any loan from my mother; I

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have no claim on her; nor will I ever deviate from this Engagement. Should I act contrary thereto, it may be supposed that I am estranged from the English Chiefs and the Company. I have accordingly given this as a Cowlnama to remain as a voucher.

*List of the Jaghiers, &c.*

Sulloon, one Mehal.
Duwâ, ditto.
Purseddepore, ditto.
Rutah, ditto.
Sumrootah.
At Goruckpore one House.
Taloee, one Mehal.
Jâes, with the Adawlut and Sâer, one Mehal.
Cora, ditto.
Tanda, ditto.

Nabob Gunge, with the villages on the other side of Khakrah, one Mehal.

Ismael Gunge, with the villages at the distance of three coss from Lucknow.

Ismael Gunge, at Lucknow.
Culladarry of all the Soubahs.
Mints of Oudh and Fyzabad.
Bhegum Gunge and Gola Ghaut.
Vizier Gunge.
The garden of Hurry Sing, at Oudh, with ground for three gardens.
Eish-baug, at Lucknow.
Rozah Gaut, at Lucknow.
Bhegum Barree, with the bazar.
Garden of Bhara Mull.

## No. 2.

Copy of a Draft of a Cowlnama under the Seal of Mr. John Bristow on the part of the Company and English Chiefs, dated the 19th of Shabaun, in the year 1189 of the Hijeree (or 15th of October 1775).

I give the following Articles as a Cowlnama, to which I have affixed my seal on the part of the Company and English Chiefs.

The Nabob Asoph-ul-Dowlah Yahya Khan Bahadre Huzzubber Jung has received from his mother, on account of the patrimony of his father, and appropriated to his own use, the sum of thirty lacks of

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Rupees on account of the present, and twenty-six lacks on account of former debts, in specie, goods, jewels, elephants, camels, &c., and the Faraikhutty (full acquittal) which the Nabob Asoph-ul-Dowlah gives to his mother is a voucher. My seal is affixed thereto, so that it may be considered as an act of the Company and English Chiefs. With respect to the jaghiers, gunges, culladarries, gardens, the Mints of Oudh and Fyzabad, which the late blessed Nabob gave to the Bhegum, the Nabob Asoph-ul-Dowlah will not molest her in the possession of them, but leave her in the free enjoyment of them during her life-time, and she is to collect whatever may appear due from the jaghiers, through her own people. The English Chiefs are guarantees for the observance of these Articles. No one shall molest her. When the Bhegum goes on a pilgrimage no person shall obstruct or hinder her. The Bhegum is sole mistress of her own people; no one shall make any demand on her eunuchs or women. She is at liberty to act as she pleases with respect to them.

When the Bhegum goes on her pilgrimage, she may leave the charge of the jaghiers, &c., to whomsoever she pleases. The English Chiefs are guarantees of this.

*List of Jaghiers, Gunges, &c., exactly the same as that in No.* 1.

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## No. XXVII.

Copy of the Agreement concluded by the Governor-General with the Vizier, on the 19th of September 1781.

The Nabob Vizier-ul-Mummalic, Asoph-ul-Dowlah, Asoph Jah Cawn Behauder having repeatedly and urgently represented that he is unable to support the expenses of the temporary brigade, cavalry, and English Officers, with their battalions, as well as other gentlemen who are now paid by him, under the denomination of Sebundy, &c., &c., and having made sundry requests to that and other purposes; and as the constancy and firmness of his alliance with the Company entitle him to every consideration and relief that may depend upon

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us, I, Warren Hastings, Governor-General, Imad-ul-Dowlah, Jelladit Jung Behauder, &c., &c., on behalf of the Governor-General and Council, have agreed to the undermentioned Articles, this 19th day of September, in the year of our Lord 1781, corresponding to the last Ramzan, 1195 of the Hegira.

ARTICLE 1.

That the temporary brigade and three regiments of cavalry be no longer charged to the Nabob's account for the year Fussellee 1189, excepting a term for two and a half months, which is required for their passing the Nabob's boundaries; and for which, together with all former allowances and arrears, their usual pay and allowances are to be made good. Also the English Officers, with their Sebundy battalions, and other gentlemen, excepting the Resident's office, now upon the Nabob's list, be no longer at his charge for the year 1189, the arrears being paid up, with the addition of two months' allowances: the true meaning of this being, that no more troops be paid for by the Nabob than the number of European artillery and sepoys agreed for, under the title of one brigade, with the late Nabob Shujah-ul-Dowla, now paid for at the rate of 2,60,000 Rupees per month: to which is now to be added one regiment of sepoys of the present establishment, expressly allowed for the purpose of protecting the office, treasury, and person of the Resident at Lucknow, the pay and allowances of which are to commence from the 1st of August next, at the rate of Rupees 25,000 per month. The regiment to be relieved every three months. The brigade to be stationed or moved wherever the Nabob shall direct, in the mode prescribed in the former Treaty with the Nabob Vizier deceased. And, finally, that whenever the Nabob Vizier shall require a further aid of troops from the Company, the pay and allowances shall commence from the day of their passing the Caramnassa; also, should the assistance of the Nabob's troops be required by the Company, their pay and allowances, as may then be agreed upon, be allowed during the time they may serve.

ARTICLE 2.

That as great distress has arisen to the Nabob's Government from the military power and dominion of the jaghiredars, he be permitted to

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resume such as he may find necessary; with a reserve that all such, for the amount of whose jaghire the Company are guarantees, shall, in case of the resumption of their lands, be paid the amount of their net collections, through the Resident, in ready money.

ARTICLE 3.

That as Fyzoola Khan has, by his breach of Treaty, forfeited the protection of the English Government, and causes, by his continuance in his present independent state, great alarm and detriment to the Nabob, he be permitted, when time shall suit, to resume his lands, and pay him in money, through the Resident, the amount stipulated by the Treaty, after deducting the amount and charges of the troops he stands engaged to furnish by Treaty, which amount shall be passed to the account of the Company during the continuance of the present war.

ARTICLE 4.

That no English Resident be appointed to Furruckabad, and the present one recalled.

ARTICLE 5.

That the Treaties made between the English and the Nabob Shujah-ul-Dowla be ratified between the present parties, as far as may be consistent with the above written Articles; and that no officers, troops or others, be put upon the Nabob's establishment, exclusive of those herein stipulated.

(Signed) WARREN HASTINGS. L. S.

(A true copy)

(Signed) E. HAY,

*Sub-Secretary to the Honourable Board.*

COPY of the AGREEMENT made by the VIZIER with the GOVERNOR-GENERAL.

Having, on my behalf, agreed to the requisitions of the Nabob Vizier without diminution or reserve, I must now repeat the request which I before verbally made to him, that he will be pleased to

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attend to such proposals as I shall have to make to him: and to these I expect his assent the more readily, as they have for their ultimate object his interest alone, that of the Company being no further concerned, than in the influence which they will eventually have in the payment of the debt due from the Nabob to the Company.

I, therefore, recommend to him to reduce the great number of his Sebund and other troops to regular and complete establishments; not to be paid by assignments of revenue, but in money from the treasury, and their number not to exceed the certain means of paying them. But as this may be difficult, without making a separation of the Nabob's public and private funds, I further recommend that he receive into his private purse no more than a fixed monthly sum, for the expenses of his person and household; and that the remainder of the net collections be left in a public treasury, under the management of his public ministers and the inspection of the Resident, for the discharge of his military and civil disbursements.

This advice is not meant to affect the assignments annually, and which must be annually renewed, for the payment of the past debt and the current demands of the Company.

*Signed and sealed by the Nabob, accepting and promising to conform to the above advice.*

(A true copy)

(Signed) E. HAY,

*Sub-Secretary to the Honourable Board.*

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## No. XXVIII.

TREATY with ASOPH-UL-DOWLA, Nabob of Oude, 1787.

*From Earl Cornwallis to the Vizier, written* 15*th April* 1787.

The Treaty concluded between the English Company and the Nabob Shujah-ul-Dowla, was founded on considerations of mutual advantage to both parties, and the same principle has continued to operate in confirming and improving the friendship and alliance between the Company and your Excellency. A connexion formed with a view to the interests of both Governments ought to be perpetual: for this reason, since my appointment to the control over affairs here, my intentions have been directed towards measures tending to support and strengthen this friendly system.

As I consider the Company's Territories and those of your Excellency as the same, the protection of your Excellency's dominions is absolutely necessary, as being from its situation the boundary of the whole, and exposed to Foreign attacks. This protection cannot be effected in a proper manner without the assistance of the Company's troops, and I therefore beg leave to represent to your Excellency

*From the Nabob Vizier to Earl Cornwallis, received* 21*st July* 1787.

Your Lordship's friendly letter, every word of which breathes strength of friendship, and every syllable contains a performance of the duties of intimacy and close connexion, arrived in a happy hour, and afforded me infinite satisfaction. Its contents are, that it is the intention of the Company, and also your Lordship's firm resolution, that there should be no interference in the detail of my Government. That the Resident at Lucknow should receive a positive order, that neither from himself, nor from any other gentlemen, nor from any person concerned with your Lordship's government, should any kind of interference take place. That leaving my administration entirely to myself and my ministers, all interference from others should be stopped; and representing the particulars of every matter which was contained in your Lordship's heart.

The Nabob Hyder Beg Khan has fully explained to me the particulars of your Lordship's

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such circumstances as have, after mature reflection, occurred to me. With respect to the troops stationed at Futty Ghur, which had been withdrawn, as stipulated in the Treaty of Chunar of 1781, I advise that they shall not be recalled, but continued. I make this proposal upon a conviction that, from the extent of your Excellency's dominions, the English forces now stationed there are requisite for their defence. Although there is no prospect of any attack on your Excellency's territory at present, its security must ultimately depend upon the strength of the force stationed for its protection, and while this is sufficient no one will dare to entertain views of hostility against your Excellency. Although the bravery and discipline of the English troops, on all occasions, are well known, and have been proved, even when their enemies have been in the proportion of twenty to one, and by the blessing of God they will always triumph over their enemies, yet since at all times chance of war is doubtful, prudence and wisdom require that every possible means should be used to determine it in our favour. Your Excellency must be sensible that there is no comparison between the troops of the Company and those kindness and magnanimity which form the ground of your Lordship's settlement of my affairs, and has occasioned me an excess of pleasure and happiness. I, who have, day and night, received such happiness from a recollection of your Lordship's goodness, now enjoy such pleasure from perceiving your kindness, and am so thankful for it that it would require volumes to express a small share only. It is well known that from the lifetime of the deceased Nabob, until the day of his death, and the commencement of my administration, the friendship with the English gentlemen has been perfect, strong and sincere, and, by the help of Providence, will every day increase.

At this time that so great a Chief, possessed of Divine wisdom and understanding, is arrived with full power and authority for the arrangement of this country, it may be very well conceived, that I understand such an arrival to have happened simply from my own good fortune, and entertain the most perfect confidence that all my affairs will be settled to my own satisfaction. With respect to the continuance of the troops

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in your Excellency's service, and that without the assistance of the former, your dominions and authority would be insecure. I am convinced that if your Excellency considers these opinions, you will be sensible of the propriety of my proposition, and approve the continuance of troops, whose valour and discipline can be relied on, in preference to those who are unskilful and undisciplined, and I doubt not but your Excellency will agree to the additional expence of effective troops, where the object is the defence of the country: for this reason I do not hesitate to recommend to your Excellency to discharge so much of your own army as will allow for the additional expence attending the continuance of these effective troops. Your Excellency must also be sensible that the sums necessary for the pay of these troops are expended in your dominions.

The sole object of this proposition is to provide, in an effective manner, for the defence of your Excellency's country; and your Excellency must be convinced of the benefits derived from our protection, since, whilst all other parts of Hindostan have been involved in war and exposed to the devastations attending it, stationed at Futty Ghur, which your Lordship has written with such greatness and magnanimity, that they may remain, as heretofore, I have perfectly understood; notwithstanding from the great weight of expence which my Government has experienced every year from these troops, and the negotiations which have passed with former gentlemen on this subject in particular, and the manner in which this matter was settled, after so much altercation, which doubtless your Lordship is acquainted with, I have every hope, in every situation, for advantage and prosperity from your Lordship, and conceive it necessary to represent the particulars of them to you; but having heard of your Lordship's intention to come to this quarter, which is the greatest desire of my heart, and from which I receive the greatest pleasure, I have postponed any mention of these matters until that happy time, and now consider it necessary, first, to procure your Lordship's good will; afterwards, that you will mention, from your great goodness and grandeur, which is universally known and gives satisfaction and ease to my heart, that

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your Excellency's dominions have remained in the fullest enjoyment of peace and security. Many other arguments of the greatest weight might be urged in support of my proposition; but such is my opinion of the force of those I have alleged, that I trust that they will make the same impression on your Excellency, and that there is no necessity to urge others.

It is my firm intention not to embarrass your Excellency with further expence than that incurred by the Company, from their connexion with your Excellency, and for the protection of your country, which, by the accounts, I find amounts to fifty lakhs of Fyzabad sixteen sun Sicca Rupees annually. In this sum are included the allowance to the Nabob Saadet Alli Khan, the stipend of the Rohillas, and the expences of the Residency on the part of this Government; in short, it is my intention, from the date on which this new Agreement shall take place, your Excellency shall not be charged with any excess on this sum of fifty lakhs of Sicca Rupees, and that no further demand shall be made.

If your Excellency, hereafter, shall find it necessary to demand any more forces from the Company, your Excellency will pay the excess which will tend to my prosperity and happiness. and meet with your approbation; therefore, with a view to preserve your Lordship's good will and satisfaction, I agree to the continuance of the troops now stationed at Futty Ghur and Cawnpore, and to their expences, with the stipend of my brother Meer Saadet Alli Khan Behauder, the tuncaws of the Rohillas, the disbursements of the Residency at Lucknow, and other gentlemen, and the Resident with His Majesty at Scindea, the expences of the dawk, &c., which your Lordship has fixed fifty lakhs annually for me to pay. Your Lordship has also said that my expences should not exceed the sum of fifty lakhs of Rupees, and that nothing further should be demanded of me; and that whenever either of the two brigades or corps of cavalry should be recalled, or any material diminution should take place in those troops, a deduction shall be made, agreeable to estimate, from the sum of fifty lakhs. I agree to this, and send the kistbundy; and I am well convinced also, that your Lordship will be kind and favourable towards me, in whatever will tend to my ease and prosperity.

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upon a fair estimate ; and if either of the two brigades or corps of cavalry shall be recalled, or any considerable diminution in their force shall take place, I will allow for the decrease of the expence from the sum agreed to by your Excellency, agreeable to a fair calculation. In order that no grounds for a difference in opinion or doubt may remain, as to the real meaning of this Article, I think it necessary to inform your Excellency, that whenever there is a necessity for any alteration in the arrangement of these troops, either by increasing or diminishing the cavalry or infantry, this Article does not tend to preclude it, provided the whole force shall not be considerably decreased, and that no additional charge be made on your Excellency on account of such alteration.

A Resident, as at present, will remain at your Excellency's Court; but as it is the intention of the Company, and my firm resolution, that no interference shall take place in the details of the affairs of your Excellency's Government, strict orders shall be sent to him that he shall neither interfere himself, nor suffer interference by public or private claims of exemptions of duties, or in any other mode, from any British subject or person, under

I have not answered every particular of your Lordship's kind letter, because I have heard that your Lordship positively means to come to this quarter, and when we meet, every matter will be answered in a most friendly manner. Now, considering acquiescence to your Lordship's orders and preservation of your pleasure as the principle of friendship, I have complied.

Your Lordship writes with respect to Furruckabad, that it shall be and continue as before under me, and that the English Resident there, either now or at the end of the year 1194 Fussellee, shall be recalled, and after that period he shall not remain, nor any other be appointed ; and you order me to be kind and just towards the rights of the Nabob Mozuffer Jung, and that, in whatever manner it may be necessary to settle and arrange the affairs of that district, I should give a suitable allowance to the Nabob Mozuffer Jung : and as the Nabob's mother and his brother, Dil Dilere Khan, and Roy Deeb Chund, late Dewan, have shown their zeal to your Government and to the Company, it is necessary to fix some allowance for them,

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the authority of this Government. In short, leaving the whole management of your country to your Excellency and your Ministers, I will put a stop to the interference of others; and in order to carry this effectually into execution, I propose to your Excellency not to suffer any European to reside in your dominions, without my written permission. In case that should be granted, a copy of it shall be transmitted to you.

If any European shall reside there without my permission in writing, your Excellency shall oblige him to quit the country; or, if demanded, send him to the Resident on the part of the Company.

A retrospect into past transactions and the friendship so well known to exist between your Excellency and the Company, induce me to state the following circumstance; that, for several years past, the inhabitants of your Excellency's dominions, from motives of self-interest, have appealed to this Government, and this has been a source of injury to the affairs of your Government. I am determined to put a stop to this practice and to disregard their applications, but as the connexion between the two Governments is universally known, strict attention independent of the Nabob Mozuffer Jung: that it is well known the enmity which the Nabob bears towards them, and that in consequence of the confidence of your Government placed on Dil Dilere Khan, it is much to be feared, that unless he is protected, he will experience distress from the enmity of the Nabob Mozuffer Jung; that I therefore cause to be paid to them a proper allowance out of the amount paid to Nabob Mozuffer Jung, through the Resident at Lucknow. In this manner I will act as your Lordship has ordered, and will cause to be paid to the mother of Mozuffer Jung, and his brother, Dil Dilere Khan, and Roy Deeb Chund, allowances through the Resident at Lucknow, and will assist and protect Dil Dilere Khan, the mother, and Roy Deeb Chund. Until the honour of an interview, I hope to be honoured and made happy with friendly letters from your Lordship.

*Enclosure.*

Kistbundy, or instalment, for the Company's money, on account of the expences of the troops stationed at Cawnpore, Futty Ghur, and Lucknow, the stipend of the Nabob Saadet Alli

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to justice on your part will add credit and renown to both.

With respect to Furruckabad, the fourth Article of the stipulation of Chunar shall be observed on my part, and the English Resident there, either now or at the end of 1194 Fussellee, shall be recalled, and after that period he shall not remain, nor shall any other be appointed. On this subject, in consequence of the interference hitherto assumed by this Government in the affairs of that province, I think it necessary to inform your Excellency, that it is incumbent on me to recommend several matters to your Excellency's attention. That, in the first instance, you pay due regard to the rights of the Nabob Mozuffer Jung; and under any circumstances that may become necessary for the management of the affairs of Furruckabad, your Excellency shall engage to allot from the revenues a sum sufficient for the honourable maintenance of the Nabob Mozuffer Jung. And as the mother of Mozuffer Jung, and his brother, Dil Dilere Khan, as well as Deeb Chund, late Dewan, have given proofs of their attachment to this Government, it is therefore expedient that some provision should be made for them, independent of Mozuffer Jung. Khan, the Rohillas, the expences of the Resident and other gentlemen at Lucknow, the expences of the dawk, and the gentlemen stationed with His Majesty and Scindea, from the month of March 1787 to February 1788, inclusive, under the seal of the Vizier.

| | | |
|---|---|---|
| March 1787 ... ... | | 3,25,000 |
| April ... ... ... | | 3,25,000 |
| May ... ... ... | | 3,25,000 |
| June ... ... ... | | 3,25,000 |
| July ... ... ... | | 3,25,000 |
| August: | | |
| In money ... | 3,25,000 | |
| In drafts on Calcutta... | 5,00,000 | |
| | | 8,25,000 |
| September ... ... | | 3,25,000 |
| October ... ... ... | | 3,25,000 |
| November ... ... | | 3,25,000 |
| December ... ... | | 3,25,000 |
| January '88 ... ... | | 3,25,000 |
| February: | | |
| In money at Lucknow, | 3,25,000 | |
| In drafts on Calcutta, | 6,00,000 | |
| | | 9,25,000 |
| Total ... | | 50,00,000 |
| In specie ... ... ... | | 39,00,000 |
| In drafts ... ... ... | | 11,00,000 |
| | | 50,00,000 |

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It is well known that Mozuffer Jung considers them as inimical to him; and from the trust vested in Dil Dilere Khan by this Government, it is much to be feared, that if left unprotected, he will suffer from the resentment of Mozuffer Jung. I therefore expect that your Excellency will engage to cause specific pensions to be paid to these persons, at the expence of Mozuffer Jung, through the Resident of this Government.

By the accounts subsisting between your Excellency and the Company, a large balance is stated to be due from your Excellency; nevertheless, in conformity to the principles I have so expressly declared, I am not willing to embarrass your Excellency with any other demands than what are absolutely necessary: I propose, therefore, that your Excellency shall liquidate such part of the stated arrears as may be due to the troops employed in your country, the Residency, the Nabob Saadet Alli Khan, and the Rohilla Chiefs, on the date from which this new Agreement shall be declared in force, as well as the arrears due to Mr. Anderson, and the remainder, whatever it may be, shall be struck out of the account, and be no longer considered as a Fifty lakhs of 23, 24, 25, and 26 sun Sicca Rupees.

*From Hyder Beg Khan, received 21st July* 1787.

I have already transmitted to your Lordship an arzie, mentioning my arrival at Lucknow, which has doubtless been perused. An answer from His Excellency the Vizier is now sent to your Lordship's kind letter. From it your Lordship will learn the particulars of His Excellency's inclination to preserve your Lordship's pleasure. Your Lordship has shown kindness and favour in the affairs of His Excellency, and there is no doubt but will always show kindness towards them, because His Excellency entertains great hopes from your Lordship.

A kistbundy for the money for the expence of the troops, &c., goes enclosed in His Excellency's letter, and I enclose a draft for the amount stated by Mr. Wombwell to be due to the troops, up to February 1787, together with two other drafts on account of the amount, due to His Royal Highness, and the stipend of Nabob Saadet Alli Khan, to February 1787. They will be seen by your Lordship.

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demand of this Government on your Excellency.

The substance of what is here written has been discussed in frequent conversations with Hyder Beg Khan, who has shown himself a faithful servant to your Excellency, and a friend to both Governments. As he is fully acquainted with your Excellency's interests, and is your most confidential servant and prime minister, I have considered him as empowered to settle any arrangement for the mutual benefit of the two Governments, and have accordingly communicated to him, without reserve, all that has occurred to me to promote this object in the same manner as if your Excellency were present; nevertheless, as your Excellency's concurrence and approbation are necessary to give a final sanction to the Articles agreed upon by Hyder Beg Khan, I have thought proper to mention the heads of them in this letter, and the Nabob Hyder Beg Khan will fully explain all the particulars to your Excellency.

For the rest, your Excellency may have the most assured confidence, that I will most faithfully abide by all the Engagements on the part of the Honourable Company.

As a long period had elapsed during my journey, disorder has taken place in several modes in the affairs, and delay and procrastination have crept into the payment of the public money, and now that I am arrived, is the season for cultivation, &c. I am engaged in the affairs of the Circar, and under the blessing of God, and your Lordship's prosperity, every matter will be arranged, and the arrears due to Colonel Harper and other gentlemen, whatever, after investigation, they may amount to, to the end of February 1788, shall be paid at the expiration of the time.

The amount of the instalments or kistbundy of the Company's money, on account of the disbursement of the troops, &c., has been paid into the treasury, from March 1787 to June 1787, and by God's help it will be paid in future, agreeable to the kistbundy, monthly. I hope to be honoured with letters from your Lordship.

---

*Enclosures.*

Bill drawn by Cashmeery Mull and Butchrage on

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OUDH.
No. XXIX.

| | |
|---|---|
| Sheopersaud and Bissesser Doss, on account of arrears due to the troops stationed at Cawnpore and Futty Ghur, and the battalion at Lucknow, to February 1787, amounting in 23, 24, 25, and 26 sun Sicca Rupees, to ..... | 7,08,868 7 6 |
| Ditto, drawn by ditto, on ditto, on account the money of his Royal Highness, Lucknow Sicca Rupees ... | 2,04,173 0 0 |
| Ditto, drawn by ditto, on ditto, on account the money of Nabob Saadet Alli Khan, arrears to February 1787, Lucknow Sicca Rupees ..... | 1,00,000 0 0 |

## No. XXIX.

TREATY of COMMERCE with the NABOB AUSUF-UL-DOWLA, 1788.

A Treaty of Commerce between Charles Earl Cornwallis, Knight of the Most Noble Order of the Garter; one of His Britannic Majesty's

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Honorable Privy Council, Lieutenant-General of His Majesty's Forces, Governor-General and Commander-in-Chief of all the Possessions and Forces of His Britannic Majesty, and of the Honorable the United Company of Merchants of England, in the East Indies, &c., &c., &c., on the part of the said Honorable United Company, and His Excellency the Vizier-ul-Momalik Hindostan, Assuf Jah, Nabob Ausuf-ul-Dowla Yeheha Khan Behauder, Huzzubber Jung.

The Right Honorable Charles Earl Cornwallis, K. G., Governor-General, &c., &c., and His Excellency the Nabob Vizier Behauder, &c., &c., having received various representations from the merchants trading between the Company's dominions and the dominions of His Excellency the Vizier, setting forth the losses and inconveniences which they suffer as well from the heavy duties collected on their merchandise, as from the mode of levying the same, His Lordship, on the part of the Honorable the United Company of Merchants of England trading to the East Indies, and His Excellency the Nabob Vizier, &c., with a view to remove the evils complained of, and to promote the welfare of their respective States, have agreed upon the following Articles, which shall be binding on themselves, their heirs, and successors:—

ARTICLE 1.

The contracting parties shall not claim any exemption from duties either for themselves, their subjects, or dependants, or any other person or persons, of whatever country or nation.

ARTICLE 2.

His Excellency the Nabob Vizier, &c., agrees to grant rowannahs, or custom house passes, under the seals and signatures of his officers, for all goods exported from his dominions to the dominions of the Company, specifying the quantity of the goods, and the valuation on which his own export duties shall have been levied. The Right Honorable Earl Cornwallis, in like manner, engages that similar rowannahs or custom house passes shall be granted for all goods exported from the Company's dominions (comprehending the Provinces of Bengal, Behar, Orissa, and the District of Benares) to the dominions of His Excellency the Vizier, specifying the quantity of the goods, and the valuation on which the duties shall have been levied in the dominions of the Company.

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OUDH.
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ARTICLE 3.

His Excellency the Vizier, &c., agrees to levy the duties on all goods imported into his territories from the Company's dominions, upon the valuation specified in the Company's rowannah. The Right Honorable Earl Cornwallis, &c., agrees to levy the duties on all goods imported from His Excellency's dominions into the district of Benares or the Company's provinces, on the valuation specified in the rowannah of His Excellency the Nabob Vizier.

ARTICLE 4.

Goods exported from the Company's dominions to the dominions of His Excellency the Vizier, if by the River Ganges, shall pay the duties at Lutchagyr, or at Foolpore; if by the River Goomty, at Ghura Mobarikpore; if by the River Gogra, at Doorhy Ghaut; if by land, at Keeway, Maidnee Gunge, Chundahpertaubpore, Mow, or Mahraj Gunge; and if by the way of Circar Gooruckpore, at the Ghaut of the River Gunduck, or at Gooruckpore, Mujholee, or Chollooparah. The merchant or person in charge of the goods, upon paying the duties hereinafter mentioned, at either of the above stations, shall receive a rowannah from the Collector of the duties, under his public seal, which shall exempt the goods from all further demands or molestation whatever, in their progress through the dominions of His Excellency.

The duties on goods exported from the dominions of His Excellency the Vizier to the dominions of the Company, whether by land or water, shall be levied at the established stations in the District of Benares, and the Province of Behar, and rowannahs granted as above specified.

The contracting parties reserve to themselves the power of changing the situation of the stations for levying the duties as they may deem expedient, upon giving public notification to each other of the new station fixed upon.

ARTICLE 5.

Broad cloth, iron, copper, lead, manufactures of iron, copper, lead, gold or silver, raw-silk, silk piece goods, cotton piece goods, and piece goods made partly of silk and partly of cotton, exported from the dominions of the Company to the dominions of the Vizier, shall pay an import duty of two and a half per cent. to His Excellency, on the price specified in the rowannah taken out in the Company's dominions.

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ARTICLE 6.

Salt exported from the Company's dominions to the dominions of the Nabob Vizier, shall pay an import duty of five per cent. to His Excellency, on the valuation specified in the rowannah granted at any of the stations in the Company's dominions.

ARTICLE 7.

Cotton coming from Jahlone, Hydernugger, Omraowty, Naugpore, or any of the countries of the Deccan, and passing through the dominions of the Nabob Vizier to the dominions of the Company, shall pay a duty of five per cent. to His Excellency on the fixed valuation of six Rupees per maund of ninety-six sicca weight to the seer. Rowannahs for covering the same through His Excellency's dominions shall be granted at the station where the duties are levied. The same cotton, when it arrives in the Province of Benares, shall pay a duty of two and a half per cent., and two and a half per cent. more on entering the Soubah of Behar, upon the valuation above specified, or should it not pass through the jurisdiction of Benares, it shall pay five per cent. upon being imported into the Company's provinces.

ARTICLE 8.

Silk piece goods, cotton piece goods, and piece goods made partly of silk and partly of cotton, exported from the dominions of the Nabob Vizier to the Company's dominions, shall pay a duty of no more than two and a half per cent. on the price specified in His Excellency's rowannah. The said duty shall be collected at the established station in Benares, should the goods pass through that district, and upon their arrival in the Company's provinces the Collectors of the Customs shall grant a rowannah, duty free, to cover such goods to any part of Bengal, Behar, or Orissa. Should the said goods enter the Company's provinces without passing through the District of Benares, the above duty of two and a half per cent. shall be levied at the first station in the Company's provinces.

ARTICLE 9.

All goods not specified in the foregoing Articles, exported from the respective dominions of the contracting parties, shall be subject to a

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duty of five per cent. on the valuation inserted in the rowannah of the country from whence they were originally exported. If the goods shall have been exported from the Company's dominions to the dominions of the Nabob Vizier, His Excellency will collect the duty aforesaid at one of the stations mentioned in the third Article; if from the territories of His Excellency to the dominions of the Company, two and a half per cent. shall be levied at the first established station in the District of Benares, and two and a half per cent. at the first authorized station in the Province of Behar; or should the said goods enter the Company's provinces without passing through the jurisdiction of Benares, the whole duty of five per cent. shall be collected at the first authorized station in the Province of Behar.

ARTICLE 10.

Goods exported from the Province of Bengal, Behar, or Orissa, or from the District of Benares to the dominions of the Nabob Vizier, after having paid the import duties to His Excellency, according to the rates and in the mode prescribed in the foregoing Articles, if sold in the dominions of the Nabob Vizier, shall be subject to the established local duties of the market or gunge in which they are disposed of. Provided, nevertheless, that if the said goods shall be sold for the purpose of being exported beyond the confines of His Excellency's dominions, and not for the consumption of the same, no local gunge or market duty, or any other duty whatsoever, shall be levied on account of such sale or purchase; but the import rowannah of the seller shall be endorsed by the Collector, or head officer in charge of such gunge, and delivered over to the purchaser, who shall transport the goods through the dominions of the Nabob Vizier, without further molestation. If such purchaser, however, should afterwards dispose of the said goods for consumption in any market or gunge in His Excellency's territories, they shall be subject to the established duties of the same. In like manner, goods exported from the dominions of His Excellency to the dominions of the Company, after having paid the import duty in the latter, according to the rates, and in the mode prescribed in the foregoing Articles, if sold in any gunge or market, shall be subject to the local gunge or market duties under the preceding limitations.

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The gunge duties to be thus levied, are not to exceed the ancient established rates, to which no addition shall be made without the mutual consent of the contracting parties.

ARTICLE 11.

If any renter, zemindar, collector of the revenues, jaghiredar, or holder of rent-free lands shall levy any duties or exactions on goods passing through the dominions of the contracting parties, and on which the regular duties shall have been paid, and rowannahs taken out as prescribed in the foregoing Articles, for the first offence he shall be fined twenty Rupees for every Rupee so exacted; for the second offence, forty Rupees; and for the third offence, if a renter or collector of the revenues, he shall be fined one hundred Rupees for every Rupee so exacted, and be dismissed from his farm or employment; if a zemindar, jaghiredar, or rent-free landholder, he shall forfeit his lands. Any officer of the customs exacting more than he is authorized, shall, for the first offence, be fined ten times the amount so exacted, and be dismissed from his employment. The party injured shall be indemnified out of the fines for the sum so exacted; and it shall be left to the discretion of the contracting powers to grant such further portion of the said fines as they may deem adequate to the trouble and loss of the party so injured.

ARTICLE 12.

In order to discourage every attempt to evade the payment of the import duties, merchants endeavoring to pass the station at which they are to pay the same, without having previously taken out a rowannah, shall be subject to double duties; and the contracting parties agree to issue orders in their respective territories, requiring all persons to pay the duties and take out rowannahs for their goods, as directed in the foregoing Articles, before they approach an authorized station.

This Article not to extend to the local duties in the markets or gunges, which are to be collected in the mode, and under the limitations prescribed in the tenth Article upon the goods entering the same.

ARTICLE 13.

The contracting parties reserve to themselves the right of leyying whatever duties they may think proper, on all goods produced and

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consumed within their respective dominions, and also on their own exports, and on all imports from other countries not under the dominion of the Company or the Nabob Vizier, the article of Deccan, &c., cotton going to the Company's dominions excepted, on which His Excellency is to levy the duties as specified in the seventh Article.

ARTICLE 14.

If any dispute shall arise between the merchants of the respective States, it shall be decided by the laws of that State in which the defendant may reside. If the defendant be a resident in the Company's dominions, the plaintiff shall be allowed the privilege of stating his case, through the vakeel or agent of the Vizier, to the Right Honorable the Governor-General in Council, who may refer it for decision to the provincial court of justice, within the jurisdiction of which the cause of action may have arisen, or the defendant may reside; in like manner, if the defendant be a resident in the Vizier's dominions, the plaintiff shall be entitled to represent his case, through the English minister, to His Excellency the Vizier, who may refer it for decision to such of his officers as he may think proper. It is further agreed, that should the collectors of customs, zemindars, or other subjects of either State, act in any respect towards the merchants and traders contrary to the true intent and meaning of this Treaty, the party injured shall be entitled to seek redress in the mode above prescribed.

ARTICLE 15.

This Treaty not to extend to the Province of Rohilcund or Kuttair, in which His Excellency reserves to himself the right of collecting the duties according to the ancient established rates, or of increasing or diminishing the same as he may deem expedient.

ARTICLE 16.

His Excellency the Vizier having obtained the consent of the Nabob of Furruckabad to include his territories in this Treaty, and agreed to make him a compensation for any losses he may sustain in his revenues, in consequence of having relinquished his claim to the collection of separate duties on the Deccan, &c., cotton passing through his territories to the dominions of the Company, and on the

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exports from the Company's dominions, the territories of the said Nabob are included accordingly, and as far as concerns the operation of this Treaty, are to be considered, in every respect, upon the same footing as a province of the dominions of His Excellency the Vizier.

ARTICLE 17.

This Treaty to be in force from the 1st of September next, corresponding with the 29th of Zehige, 1202 Hegira, or sooner, if it can be ratified and exchanged before that period.

*Ratified at Fort William, 25th July* 1788.

Company's

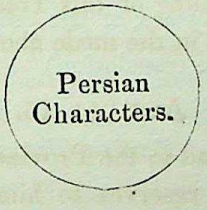
(Signed) CORNWALLIS.

Seal.

(A true copy)

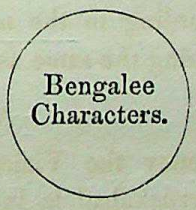
(Signed) E. HAY,

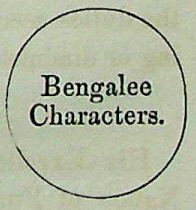
*Secretary to the Government.*




(A true copy)

(Signed) G. F. CHERRY, *Dep. Per. Tr.*




(A true translation)

(Signed) G. F. CHERRY, *Dep. Per. Tr.*

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## No. XXX.

AGREEMENT with the NABOB VIZIER AUSUF-UL-DOWLA, for the payment of an additional Regiment of Cavalry.

Translation of an Agreement entered into by His Excellency the Nabob Vizier with the Honorable the Governor-General, at Lucknow, executed the 20th of March 1797.

The Governor-General having represented to His Excellency the Vizier the late very great increase of the Company's military establishment, by the addition of several regiments of cavalry, both European and Native, and, in compliance with the Company's orders, solicited His Excellency's assistance to defray the consequent additional expense, His Excellency, in the fullest reliance that the Company's troops are ever ready, in conformity to existing Engagements, to protect and defend his dominions against the attacks of all enemies, agrees as follows:

That he will annually defray the actual *bonâ fide* expenses of a regiment of European and one of Native cavalry, that is to say, two regiments, (the amount of which expenses, however, the Governor-General cannot at present specify,) provided they shall not exceed upon any account five lakhs and a half of rupees per annum. The amount to be defrayed by monthly instalments, of which the first shall commence with the month of Bysack of the present Fussellee year.

(A true translation)

(Signed) N. B. EDMONSTONE,
*Persian Translator to the Government.*

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## No. XXXI.

TREATY with the NABOB VIZIER SAADET ALI KHAN BEHAUDER, 1798.

Whereas, various Treaties have been concluded at different times, between the late Nabob Shujah-ul-Dowla Behauder, and the Nabob

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Ausuf-ul-Dowla Behauder, and the Honorable the English East India Company, to the mutual advantage of their respective dominions, the Nabob Vizier-ul-Momaluck Yemeen-ul-Dowla Nazim-ul-Mulk, Saadet Ali Khan Behauder, Mobarez Jung, and Sir John Shore, Baronet, on the part of the Honorable the East India Company, with a view to perpetuate the amity subsisting between the two States, and the advantages reciprocally resulting from it, now agree to the following Articles :—

ARTICLE 1.

That the peace, friendship, and union so long subsisting between the two States, shall be perpetual. The friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree, that all the former Treaties and Agreements between the two States, now in force, and not contrary to the tenor of this Engagement, shall be confirmed by it.

ARTICLE 2.

By the existing Treaties between the States, the Honorable the East India Company are bound to defend the dominions of His Highness the Nabob Saadet Ali Khan against all enemies. And with a view to enable them to fulfil this Engagement, and at the same time provide for the protection of their own dominions, the English Company having largely increased their military establishment, by the addition of new levied regiments, both of infantry and cavalry, the Nabob Saadet Ali Khan, in consideration thereof, agrees, in addition to the annual subsidy paid by the late Nabob Ausuf-ul-Dowla to the English Company, being fifty-six lakhs seventy-seven thousand six hundred and thirty-eight rupees, to pay in perpetuity the further sum of nineteen lakhs twenty-two thousand three hundred and sixty-two Rupees, making altogether the sum of seventy-six lakhs of Rupees. The said Rupees to be Oude Sicca Rupees, of the present weight and standard.

ARTICLE 3.

The above subsidy of seventy-six lakhs of Oude Sicca Rupees is to commence from the 21st day of January 1798, the date of the accession of the Nabob Saadet Ali Khan to the Musnud of Oude; and the said

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OUDH. No. XXXI.

Nabob engages that it shall be punctually discharged, month by month, as it becomes due, in sums of six hundred and thirty-three thousand three hundred and thirty-nine Oude Sicca Rupees, five annas and four pie, of the present weight and standard, according to the kistbundy annexed.

ARTICLE 4.

That the arrears of subsidy due upon former Engagements, to the 21st of January 1798, also be immediately discharged.

ARTICLE 5.

The Nabob Saadet Ali Khan agrees that an annual allowance of one lakh fifty thousand Oude Sicca Rupees be made to Vizier Ali Khan, and agrees to pay the amount by monthly kists of twelve thousand five hundred Rupees to the English Company, who will pay the same to the Vizier Ali Khan, as long as he shall continue to reside in the dominions of the English Company.

ARTICLE 6.

The stipends to the Begums and Princes at Benares, amounting to two lakhs four thousand Rupees per annum, and the Furruckabad pensions, amounting to twenty-three thousand six hundred and thirty-eight Rupees, are included in the above sum of seventy-six lakhs of Oude Sicca Rupees.

ARTICLE 7.

The Governor-General, Sir John Shore, Baronet, on the part of the East India Company, agrees that the English forces maintained in the Country of Oude for its defence, shall never consist of less than ten thousand men, including Europeans and Natives, cavalry, infantry, and artillery. And if at any time it should become necessary to augment the troops of the Company in Oude, beyond the number of thirteen thousand men, including Europeans and Natives, infantry, cavalry, and artillery, the Nabob Saadet Ali Khan agrees to pay the actual difference occasioned by the excess above that number; and, in the same manner, if the troops of the Company in Oude, from any necessity, should be less than eight thousand men, including infantry,

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cavalry, artillery, Natives and Europeans, a deduction shall be made from the annual stipend of seventy-six lakhs of Rupees, equal to the actual difference of men below the specified number.

ARTICLE 8.

As the English Company are not possessed of any Fortress in the dominions of Oude, the Nabob Saadet Ali Khan, having the fullest reliance on the friendship of the English Company, agrees to make over to their exclusive possession the Fort of Allahabad, with all its buildings and appurtenances, and the ghauts immediately dependent upon the Fort, together with as much land surrounding the Fort as may be necessary for the purpose of an esplanade: the Company agreeing to be answerable to the Nabob for the amount of the revenues collected from the said ghauts. The said Nabob also agrees to advance to the Company such a sum as may be necessary for strengthening and improving the fortifications of this Fort, provided that it does not exceed the sum of eight lakhs of Oude Sicca Rupees; and that the said amount, or actual amount of the expenditure, not exceeding eight lakhs of Rupees, shall be paid to the Company within two years from the date of this Treaty, in such proportions as may be required for defraying the expence to which it is applicable. And the said Nabob Saadet Ali Khan Behauder, for the same reasons, further agrees to advance to the English Company, for the purpose of repairing the Fort of Futty Ghur, within six months from the date of this Engagement, a sum not exceeding, on the whole, three lakhs of Oude Sicca Rupees.

ARTICLE 9.

If, for the better protection and defence of the dominions of the Nabob Saadet Ali Khan, it should be deemed advisable to change the present stations of the troops at Cawnpore and Futty Ghur, the Nabob Saadet Ali Khan consents thereto, and that the troops shall be stationed in such places as may be judged most advisable and convenient, and that he will defray the expence attending their removal, and making cantonments for the troops.

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OUDH.
No. XXXI.

ARTICLE 10.

As the English Company have incurred a considerable expence by their exertions in establishing the right of the Nabob Saadet Ali Khan, the said Nabob agrees, in consideration thereof, to pay the Company the sum of twelve lakhs of Oude Sicca Rupees.

ARTICLE 11.

As the payment of the Company's troops in Oude depends upon the regular discharge of the subsidy, stated in the second and third Articles of the Treaty, the said Nabob engages to exert his utmost endeavors to discharge the stipulated kist with punctuality; but if, contrary to the sincere intentions and exertions of the said Nabob, the payment of the kist shall fall into arrears, the said Nabob Saadet Ali Khan engages and promises, that he will then give such security to the Company for the discharge of the existing arrears, and the future regular payment of the kists, as shall be deemed satisfactory.

ARTICLE 12.

Whereas, by the Engagements now entered into between the Nabob Vizier and the Company, the amount of the subsidy is considerably increased, and many other permanent charges upon His Excellency are incurred; on a comparison of his disbursements with the assets of his country, it becomes necessary to make such reduction in the superfluous charges of the public establishments, servants, &c., as may be requisite, and are consistent with His Excellency's dignity and convenience. To that end, the said Nabob agrees to consult with the Company's Government, and, in concert with them, devise the proper objects of such reductions and the best means of effecting them.

ARTICLE 13.

As the political interests of the Nabob Saadet Ali Khan and the English Company are the same, it is expedient that all correspondence between the Nabob Saadet Ali Khan and any foreign power or State, shall be carried on with the knowledge and concurrence of the Company; and the Nabob Saadet Ali Khan agrees and promises, that no

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correspondence contrary to the tenor of this Article shall be carried on by him.

ARTICLE 14.

As the stipulations in the Commercial Treaty between the two States have not been enforced with due attention, particularly in the dominions of the Nabob Vizier, the contracting parties agree to exert their utmost endeavors to give force and effect to them.

ARTICLE 15.

The Nabob Saadet Ali Khan engages and promises that he will not entertain any Europeans of any description in his service, nor allow any to settle in his country without the consent of the Company.

ARTICLE 16.

The Nabob Saadet Ali Khan agrees, that a suitable maintenance shall be provided for the reputed children of his brother, the late Nabob Ausuf-ul-Dowla, and willingly promises to take them under his protection.

ARTICLE 17.

The Nabob Vizier-ul-Momalik Saadet Ali Khan Behauder, for himself and his heirs, and the Governor-General, Sir John Shore, Baronet, on the part of the East India Company, respectively promise to observe, sincerely and strictly, all the Articles contained and settled in the present Treaty; and they both agree, that they will give the greatest attention to maintain between themselves, their dominions, and their subjects, this present Treaty, and all the Articles settled by it; that all transactions between the two States shall be carried on with the greatest cordiality and harmony on both sides, and that the said Nabob shall possess full authority over his household affairs, hereditary dominions, his troops, and his subjects.

*Kistbundy (or Instalment) for the payment of the Annual Subsidy.*

| | | | |
|---|---|---|---|
| 1st kist, for the month of January, payable on the 1st of February ... ... ... ... | 6,33,333 | 5 | 4 |
| 2nd kist, for the month of February, payable on the 1st of March ... ... ... ... ... | 6,33,333 | 5 | 4 |

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| | | | |
|---|---|---|---|
| 3rd kist, for the month of March, payable on the 1st of April ... ... ... ... ... | 6,33,333 | 5 | 4 |
| 4th kist, for the month of April, payable on the 1st of May ... ... ... ... ... | 6,33,333 | 5 | 4 |
| 5th kist, for the month of May, payable on the 1st of June ... ... ... ... ... | 6,33,333 | 5 | 4 |
| 6th kist, for the month of June, payable on the 1st of July ... ... ... ... ... | 6,33,333 | 5 | 4 |
| 7th kist, for the month of July, payable on the 1st of August ... ... ... ... ... | 6,33,333 | 5 | 4 |
| 8th kist, for the month of August, payable on the 1st of September ... ... ... ... ... | 6,33,333 | 5 | 4 |
| 9th kist, for the month of September, payable on the 1st of October ... ... ... ... | 6,33,333 | 5 | 4 |
| 10th kist, for the month of October, payable on the 1st of November ... ... ... ... ... | 6,33,333 | 5 | 4 |
| 11th kist, for the month of November, payable on the 1st of December ... ... ... ... | 6,33,333 | 5 | 4 |
| 12th kist, for the month of December, payable on the 1st of January ... ... ... ... | 6,33,333 | 5 | 4 |
| Total, Sicca Rupees ... | 76,00,000 | 0 | 0 |

(Signed) J. SHORE.

Persian Seal.

Persian Seal.

*Signed, sealed, and interchanged at Lucknow, this Twenty-First day of February, in the year of Our Lord One Thousand Seven Hundred and Ninety-Eight, in the presence of*

J. LUMSDEN, *Resident.*

N. B. EDMONSTONE, *P. T.*

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## No. XXXII.

ENGAGEMENT executed by the NABOB SAADET ALI KHAN to the BHOW BEGUM, (mother of the late NABOB AUSUF-UL-DOWLA,) under the guarantee of the COMPANY, 7th February 1798.

The Nabob Vizier Saadet Ali Khan, being impressed with sentiments of the sincerest respect and regard for Her Highness, the Bhow Begum, and fully relying on her friendship and assistance in his affairs, whenever requisite, promises to show her every degree of respect and attention, and do everything to promote her convenience and comfort; as a proof of which the said Nabob agrees, that the pensions allotted for the Sahauss and Khoord Mehl shall be paid by Her Highness, and the Mehal of Goanda be made over to her, as a jaydaud, for that purpose. And as a public demonstration of the said Nabob's cordial respect and attention towasds Her Highness, he further consents, that the Mehals of Oude, Putchumrout Mungulsee, being situated in the vicinity of Fyzabad, which has long been her fixed residence, be ceded to her in jaghire, and that the English East India Company be considered as guarantees to this Engagement; in testimony whereof, the said Nabob has hereunto set his seal, and the Governor-General his signature.

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## No. XXXIII.

TREATY between the HONORABLE THE EAST INDIA COMPANY and HIS EXCELLENCY THE NABOB VIZIER-UL-MOMALIK, YEMEEN-OO-DOWLA, NAZIM-UL-MOOLK, SAADET ALI KHAN BEHAUDER, MOBAURIZ JUNG, for ceding to the Company, in perpetual sovereignty, certain portions of His Excellency's territorial possessions, in commutation of the subsidy now payable to the Company by the Vizier.

Whereas, by the Treaty now subsisting between His Excellency the Vizier and the Honorable the East India Company, the Company have engaged to defend His Excellency's dominions against all enemies, and to enable them to fulfil that Engagement His Excellency

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is bound by the aforesaid Treaty to pay to the Company, in perpetuity, the annual subsidy of seventy-six lakhs of Lucknow Sicca Rupees, and is further bound by the said Treaty to defray the expence of any augmentation of force, which, in addition to the number of troops stipulated in the Treaty, shall be judged necessary to enable the Company to fulfil their Engagements of defending His Excellency's dominions against all enemies; and whereas it is advisable that the funds for defraying these charges be established on a footing which shall admit of no fluctuation of either increase or decrease, and which shall afford satisfaction and security to the Company in regard to the regular payment in perpetuity of all such charges: The following Treaty, consisting of ten Articles, is concluded, on the one part by His Excellency the Most Noble Marquis Wellesley, K. P., Governor-General for all affairs, civil and military, of the British Nation in India, through the Honorable Henry Wellesley and Lieutenant-Colonel Scott, under full powers vested in them by the said Governor-General, for the purpose of concluding a Treaty with His Excellency the Vizier, in the name and on the behalf of the Governor-General; and on the other part by His Excellency the Nabob Vizier-ul-Momalik, Yemeen-Oo-Dowla, Nizam-ul-Moolk, Saadet Ali Khan Behauder, Mobauriz Jung, on behalf of himself and his heirs and successors, for ceding to the Honorable the English East India Company, in perpetual sovereignty, certain portions of His Excellency's territorial possessions in commutation of the former and augmented subsidy, and of all other sums of money now chargeable to His Excellency, on account of the Company's defensive Engagements with His Excellency.

### Article 1.

His Excellency the Nabob Vizier hereby cedes to the Honorable the East India Company, in perpetual sovereignty, the undermentioned portions of his territorial possessions, amounting in the gross revenue to one crore and thirty five lakhs of Rupees, including expences of collections, in commutation of the subsidy, of the expences attendant on the additional troops, and of the Benares and Furruckabad pensions.

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*Statement of the Jumma.*

| | | | | |
|---|---|---|---|---|
| Chuckla Korah, Kurrah, and Chuckla Etawah ... | | 55,48,577 | 11 | 9 |
| Kehr and others ... ... ... ... | | 5,33,374 | 0 | 6 |
| Furruckabad and others ... ... ... ... | | 4,50,001 | 0 | 0 |
| Khairaghur and others ... ... ... ... | | 2,10,001 | 0 | 0 |
| Azimghur and others, Azimghur, Mownaut Bunjun | | 6,95,624 | 7 | 6 |
| Goruckpore & others and Butwul ... | Goruckpore, &c., 5,09,853 8<br>Butwul ... 40,001 0 | 5,49,854 | 8 | 0 |
| Soubah of Allahabad and others ... ... ... | | 9,34,963 | 1 | 3 |
| Chuckla Bareilly, Asophabad, and Kelpoory ... | | 43,13,457 | 11 | 3 |
| Nabob Gunge, Kehly, and others ... ... ... | | 1,19,242 | 12 | 0 |
| Mohoul and others, with the exception of the Talook of Arwul ... ... ... ... | | 1,68,378 | 4 | 0 |
| Total Jumma, Lucknow Sa. Rs. ... | | 1,35,23,474 | 8 | 3 |

The above-mentioned mehals being ceded to the Honorable Company, as held by the Aumils in the year 1206 Fussellee, no claims are to be hereafter made on account of villages or lands which in former years may have been added to or separated from the said mehals.

ARTICLE 2.

The subsidy which, by the second Article of the Treaty of 1798, His Excellency engaged to pay to the Company (now that territory is assigned in lieu thereof and of the expences of the additional troops) is to cease for ever; and His Excellency is released from the obligation of defraying the expences of any additional troops which at any time may be required for the protection of Oude and its dependencies, whether of the countries ceded to the Company or the territories which shall remain in the possession of His Excellency the Vizier.

ARTICLE 3.

The Honorable the East India Company hereby engage to defend the territories which will remain to His Excellency the Vizier, against all foreign and domestic enemies; provided always, that it be in the power of the Company's Government to station the British troops in such part of His Excellency's dominions as shall appear to the said

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Government most expedient; and provided further that His Excellency, retaining in his pay four battalions of infantry, one battalion of nujeebs and muwattees, two thousand horsemen, and to the number of 300 golundauz, shall dismiss the remainder of his troops, excepting such numbers of armed peons as shall be deemed necessary for the purposes of the collections, and a few horsemen and nujeebs to attend the persons of the Aumils.

ARTICLE 4.

A detachment of the British troops, with a proportion of artillery, shall at all times be attached to His Excellency's person.

ARTICLE 5.

That the true intent and meaning of the 1st, 2nd, 3rd, and 4th Articles of the Treaty may be clearly understood, it is hereby declared, that the territorial cession being in lieu of the subsidy, and of all expences on account of the Company's defensive Engagements with His Excellency, no demand whatever shall be made upon the treasury of His Excellency on account of expences which the Honorable Company may incur, by assembling forces to repel the attack or menaced attack of a foreign enemy,—on account of the detachment attached to His Excellency's person,—on account of troops which may occasionally be furnished for suppressing rebellions or disorders in His Excellency's territories,—on account of any future change of military stations,—or on account of failures in the resources of the Ceded Districts, arising from unfavorable seasons, the calamities of war, or any other cause whatsoever.

ARTICLE 6.

The territories ceded to the Honorable Company by the first Article of this Treaty, shall be subject to the exclusive management and control of the said Company and their officers, and the Honorable the East India Company hereby guarantee to His Excellency the Vizier and to his heirs and successors, the possession of the territories which will remain to His Excellency after the territorial cession, together with the exercise of his and their authority within the said dominions; His Excellency engages that he will establish in his reserved dominions

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such a system of administration, to be carried into effect by his own officers, as shall be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants; and His Excellency will always advise with, and act in conformity to the counsel of the officers of the said Honorable Company.

ARTICLE 7.

The districts ceded by the first Article of this Treaty shall be delivered over to the Company's officers from the commencement of the Fussellee year 1209, corresponding with the 22nd of September A. D. 1801, and His Excellency will continue to pay the subsidy and the expence of the additional troops from his treasury, in the same manner as hitherto observed, until the Company's officers shall have obtained complete possession, from His Excellency's officers, of the countries so ceded; the Company will not claim any payment of subsidy from His Excellency's treasury, after their officers shall have obtained possession of the Ceded Districts.

ARTICLE 8.

The contracting parties, with a view of establishing such a commercial intercourse between their respective dominions as shall be mutually beneficial to the subjects of both States, hereby agree to form a separate Commercial Treaty; in the mean time it is agreed that the navigation of the Ganges and of all other rivers where they may form the mutual boundary of the two States shall be free and uninterrupted; that is to say, that no boats passing up and down the Ganges or other rivers, where they form the mutual boundaries of both States, shall be stopped or molested for duties; nor shall any duties be exacted from boats which put to in the possessions of either of the contracting parties, without intention of landing their goods: it shall, however, be in the power of both Governments to levy such duties as they may think proper on goods imported into, or exported from, their respective dominions, not exceeding the present usage; it is further stipulated, that no exemption from duties on Articles purchased in His Excellency's reserved dominions for the consumption of the troops situated within the Ceded Territories shall be

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claimed, after they shall have been delivered over to the Company's officers.

ARTICLE 9.

All the Articles of former Treaties for establishing and cementing the union and friendship subsisting between the two States are to continue in full force, and all the Articles of the Treaty concluded by the late Governor-General, Sir John Shore, on the part of the Honorable the East India Company, and His Excellency the Vizier, in the year 1798, not annulled by this Treaty, are to remain in full force, and to continue binding upon both contracting parties.

ARTICLE 10.

This Treaty, consisting of ten Articles, has been settled and concluded through the Honorable Henry Wellesley and Lieut.-Colonel Scott, under the full powers vested in them by the Governor-General as aforesaid, with His Excellency the Vizier, in the City of Lucknow, on the 10th day of November, in the year of Our Lord One Thousand Eight Hundred and One, corresponding with the second of the month of Rejib, of the year Twelve Hundred and Sixteen Hegira.

L. S. (Signed) WELLESLEY.

Seal of Saadet Ali Khan.

*Ratified by His Excellency the Most Noble the Governor-General, on the Ganges, near Benares, on the Fourteeeth day of November,* 1801.

(Signed) N. B. EDMONSTONE,
*Secy. to Govt., Sec. and Pol. Dept.*

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## No. XXXIV.

MEMORANDUM of the final result of the discussions between HIS EXCELLENCY THE MOST NOBLE THE GOVERNOR-GENERAL and the NABOB VIZIER.

On the 15th of Februrary 1802, His Excellency the Nabob Vizier transmitted to the Governor-General a paper of propositions, to which His Excellency required the Governor-General's assent: and the Governor-General, after full deliberation on the contents of the said paper, returned a distinct answer to each of the Articles therein detailed. His Excellency the Vizier, in a paper delivered on the 22nd of the same month, proposed certain modifications of the Governor-General's answers and the original propositions, together with the Governor-General's answers and the Vizier's proposed modifications thereof, were fully discussed at a conference holden between the Governor-General and His Excellency the Vizier, on the 24th of the same month. In consequence of this conference, it was mutually agreed that certain of the Articles of the original paper of propositions should be altogether omitted, and that the Governor-General's reply to the third Article should be modified in conformity to the suggestion of His Excellency the Vizier. At the same conference His Excellency the Vizier, adverting to the Governor-General's suggestion, in his reply to the second Article, that the Vizier should appoint some person to conduct, in the quality of Minister, the ordinary details of public affairs, proposed to constitute and appoint his second son, Mirza Ahmed Ali Khan, to act in that capacity. The Governor-General, at the same conference, deemed it to be expedient to declare to His Excellency the Vizier the general principles which, in His Lordship's judgment, should regulate the connection and intercourse between the two States, as resulting from the Treaty concluded between the Honorable Company and His Excellency the Vizier, on the 10th November 1801. With a view to obviate all future doubts on the subject and result of these communications and conferences, the Governor-General now commits to writing the final determination of the several points discussed between His Lordship and the Vizier, and affixes his seal and signature to this paper, and directs the Secretary in the Political Department, who was present at every

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conference, and who interpreted between the Governor-General and the Vizier, to countersign this paper.

| *Propositions.* | *Answers.* |
|---|---|
| Let no one, as has hitherto been the practice, afford countenance and support to any person, to impede the recovery of just balances from Aumils and others; but, on the contrary, let him (meaning the Resident) afford assistance to the Circar in the recovery of those balances. If the Resident is desirous of withholding me from the prosecution of any particular measure, let him state his sentiments to me in private, in which case, (as I am far from being disposed to act unjustly,) either I will prove to the Resident the equity of the proceeding, or the Resident will set me right, and, in the latter event, I will, in conformity to his desire, abandon such proposed measure, and no one will be apprized of any disagreement subsisting between us. | Unobjectionable; and this proposal shall be observed. The Resident shall be furnished by His Excellency the Nabob Vizier with all the information necessary to establish the justice of the proceeding by vouchers and proofs. |
| Regular tribunals, in which I do not desire to possess any exclusive interest, shall be established, for the sole purpose of giving effect to the Mahomedan law, of fulfilling just claims, and of securing the lives and properties of the people. It is necessary that all persons should subject themselves to the jurisdiction of those tribunals; and | This is perfectly wise and proper. |

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*Propositions.*

if any person should refuse to acknowledge the jurisdiction or oppose the authority of those tribunals, let the Company's Officers assist in enforcing obedience to them.

I consider Her Highness the Begum as my superior, and I am extremely desirous of supporting her dignity, and of promoting her ease. I have no concern with the produce and revenues of her jaghire, nor of any of the jaghiredars; but the authority of the courts of justice, the adjustment of disputes, the redress of grievances, the observance of the civil and criminal punishments, and all other points connected with the administration of justice, must be conducted under my orders, in the Cities of Lucknow and Fyzabad, and in all the jaghires in the same manner as in the rest of my dominions. For these things appertain to the Sovereign, whose duty it is to prevent every species of oppression. Her Highness's servants must not, in any manner, interfere in them, for a partnership in government is inadmissible. It is for Her Highness's own credit, that she should state to me whatever may be her desire in points of the nature above described, in order that what she

*Answers.*

The administration of justice in the Begum's jaghire must be under the Nabob's authority, and the Begum's servants must be subject to it. The authority of the Nabob's courts will be enforced by the British power.

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desires may be accomplished, through the medium of the officers of my government. The state of affairs hitherto prevailing has been this: that frequent tumults and bloodshed have occurred in Fyzabad, and in Her Highness's jaghire, and not the slightest attention has been paid by Her Highness to any thing that I have said or written. In the time of my late brother, the settlement of disputes in the jaghires was left to the Circar. These points will give efficacy to my government.

I request that His Lordship will have the goodness to send for Daraub Ali Khan, and desire that, exclusively of the jaghire, such property, lands, bazars, gardens, &c., to a considerable extent, belonging to the Circar, as the officers of Her Highness have unjustly, and without the requisite vouchers (Sunnud), appropriated since four years, (a fact which Mr. Lumsden, Molary Golaum Kauder Khan, his Moonshee, and other creditable persons, such as Almas Ali Khan, Daraub Ali Khan, and their respective vakeels, can substantiate, and are fully acquainted with, which Her Highness herself formerly acknowledged, which all the most creditable officers of the

*Answers.*

The Governor-General proposes to take all the matters depending between the Nabob and Begum into full consideration, and to effect a settlement between the Begum and the Nabob, on just, equitable, and permanent principles.

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| *Propositions.* | *Answers.* |
| --- | --- |
| Circar, such as Jye Sookh Roy, &c., know, and a statement of which property is to be found upon their records, and the appropriation of which property occasions a considerable loss to me, at a time when I am not in a condition to sustain any loss,) may be restored to me, and the profits which may have been collected from such property made over to me, so that my losses therein may be compensated. This will be in conformity to Her Highness's engagements. Let His Lordship have the goodness to transmit orders to the Honorable Henry Wellesley, upon the following points: | |
| Not to afford protection to fugitives from my country, but to surrender such, when demanded by me, or else to expel them from it. | All criminals will be reciprocally surrendered; but the subjects of both States, who shall not be accused of capital crimes, should be at liberty to pass freely from one country to the other, and to be established reciprocally in either. |
| In the event of any of the dependants of my Circar applying for farms within the Ceded Districts, to require such person to execute a writing, binding himself to take such farm only on condition that he is not in balance to the Circar. | All balances, now or hereafter, due to the Circar, to be adjusted within a reasonable time, and engagements to be taken to this effect from all persons in balance. |
| There are several of my Aumils retaining lands in the Ceded Districts, who are in balance to the | None of the Nabob's Aumils are now employed in the Ceded Provinces. |

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Circar, to give me credit in his accounts for the sums due by such Aumils, or else to deliver up those Aumils to me, that I may recover from them what is justly due, and then let them go. When they have settled their accounts with the Circar, Mr. Wellesley will, of course, enter into such engagements with them as he may think proper.

There are many gardens and other property belonging to the Circar, in the country ceded for the charges of the troops, which are quite distinct from the revenue of the country, in the same manner, for instance, as at this moment at Benares, there is property belonging to me, and still in my occupation: let His Lordship have the goodness to direct that any property of that description in the Ceded Districts, may be given into the possession of my people. A statement of the particulars of such property, gardens, &c., within the Ceded Districts, shall be given in.

I have been induced to cede the districts for the charges of the British Troops, merely to gratify His Lordship, deeming it necessary so to do in consequence of Mr. Wellesley's arrival, and resolving to conform to His Lordship's wishes, and to obey His Lordship's

*Answers.*

Any property of this description, which the Nabob shall satisfy the Lieutenant-Governor to belong to His Excellency, will, of course, be delivered over to his servants.

Orders shall be issued accordingly.

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| *Propositions.* | *Answers.* |
|---|---|
| commands. Let strict orders be issued that no one may be permitted to injure or destroy any mosques, tombs, or imaumbarrahs, which now exist within those districts. | |
| An engagement was contracted for paying to the Circar the moneys collected at the ghauts at Allahabad. Four years have now elapsed since that time, and though I have repeatedly made application to the Resident upon this subject, nothing has hitherto been paid on that account, which occasions a considerable loss to me. Let orders be issued for the payment of those monies agreeably to engagement. | Orders will be issued for the settlement of this account. |
| Mr. Wellesley promised to send the Treaty; it has not yet, however, been received. Let His Lordship (or Mr. Wellesley) be reminded to send it. | The Treaty has been sent. |
| The Nabob Vizier proposes that his son, Mirza Ahmed Ali Khan, be appointed to the situation of Minister for the affairs of his Government. | The Governor-General concurs in this proposition, and considers Mirza Ahmed Ali Khan to have been appointed accordingly. |
| I hope from His Lordship's kindness that His Lordship will, in my presence, explain all the foregoing points to the Resident, and direct him to act in conformity to them; and that His Lordship will also enjoin the Resident, after His | In conformity to His Excellency's desire, the proposed explanation and injunctions were stated to the Resident by the Governor-General, in His Excellency's presence, on the 24th February. |

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Lordship's departure, to occasion no delay or impediment in my departure, whenever I may choose to set out, and to assist me in the preparations for my journey.

*Answers.*

The Governor-General now proceeds to state the general principles, by which the connection and intercourse between the two States are to be regulated henceforth.

By the terms of the Treaty concluded between the British Government and His Excellency the Vizier, on the 10th November 1801, His Excellency the Nabob's authority is to be completely established within his reserved dominions, and to be exercised through His Excellency's own officers and servants, the British Government having engaged to guarantee the establishment and exercise of His Excellency's authority within his reserved dominions, and the Governor-General will never depart from this Engagement. His Excellency has engaged to establish within his reserved dominions such a system of administration as shall be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants. The system of

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*Propositions.*

*Answers.*

administration is to be carried into effect by His Excellency's own officers and servants, and by his own authority.

His Excellency has also engaged always to advise with, and to act in, conformity to the counsel of the officers of the Honorable Company.

In the establishment, therefore, of an improved system of administration within the reserved dominions, and also in all affairs connected with the ordinary government of those dominions, and with the usual exercise of His Excellency's established authority, the Vizier has engaged to advise with the British Government, and to conform to its counsels.

Those counsels will always be offered to His Excellency in the form of friendly advice, and in the spirit of reciprocal confidence, and of mutual regard and respect.

The Governor-General, when the importance of the subject shall require, and the nature of the occasion shall admit his immediate intercourse with the Vizier, will offer the advice of the British Government to His Excellency, by a direct

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communication, either in person or by letter.

The British Resident at Lucknow, however, is the constituted local representative of the British Government, and the ordinary and established channel of communication in all cases whatever.

The Resident will, therefore, in the common course of business, offer to the Vizier the advice of the British Government, in the name of the Governor-General; and in every case which may require the Resident to state such advice, it is to be received as proceeding immediately from the Governor-General.

Such advice will be offered by the Resident in all practicable cases, under the general or specific orders of the Governor-General.

The Resident must advise the Nabob with perfect cordiality, and must employ every endeavor to coincide with His Excellency in an uniform course of measures, and to unite sincerely with His Excellency, in carrying into effect, exclusively under His Excellency's authority, and through His Excellency's officers, those measures

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*Propositions.*

*Answers.*



which shall be determined upon in conformity to the counsels of the British Government. In cases requiring the aid of the British Government, or the assistance of the British troops, they shall be employed according to the exigency of the occasion.

The Resident must conduct himself towards the Nabob Vizier, on all occasions, with the utmost degree of respect, conciliation, and attention, and must maintain cordial union and harmony in all transactions, and must endeavour to impart strength and stability to His Excellency's authority.

The Resident must never proceed to act in the affairs of the reserved dominions, without previous consultation with His Excellency or with his Ministers, and the Resident must, in the first instance, observe strict secrecy with regard to the subject of such consultations, until the measures to be adopted shall be finally determined.

Under these regulations, the Governor-General expects that the Nabob Vizier will act in conformity to the advice and representations of the Resident; and as no question of difficulty

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*Propositions.* *Answers.*

remains between the British Government and His Excellency, the Governor-General entertains a confident hope, that no future vexation can occur in the transaction of affairs.

(Signed) WELLESLEY. Seal of the Governor General.

(Signed) N. B. EDMONSTONE,
*Secy. to Government,*
*Secret and Pol. Dept.*

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## No. XXXV.

Whereas, disputes and contentions have arisen between the subjects of the Honorable Company and of the Government of His Excellency the Vizier, regarding the boundaries of their respective villages, the possession of lands acquired by alluvion, and of islands formed in the rivers which constitute the frontier of the two States; therefore, and with the view of settling and obviating such disputes at the present and in all future times, the following Treaty is concluded by His Excellency the Nabob Vizier-ul-Momalik Yemeen-Oo-Dowla, Nazim-ul-Moolk, Saadet Ali Khan Behauder, Mobauriz Jung, for himself, his heirs and successors, and by Major John Baillie, Resident at Lucknow, by virtue of full powers vested in him for this purpose on the part of the Right Honorable Gilbert, Lord Minto, one of His Britannic Majesty's Most Honorable Privy Council and Governor-General of all the British possessions in the East Indies, on the part of the Honorable the United East India Company and their heirs and successors.

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ARTICLE 1.

Every island and portion of ground which at the end of the Fusselee year 1208 appertained to the Ceded Territory belong now to the British Government, and every island and portion of land that appertained to the reserved dominions belong now to His Excellency the Vizier. Any island originally belonging to either State, which shall by inundation disappear, shall, on its re-appearance, belong to that State whose property it originally was, although its form may be altered; and all villages and lands situated on the boundary of the two States which appertained at the above period to either of the States shall hereafter and for ever, without dispute, be the property of the State to which they belonged at that time.

ARTICLE 2.

If any river or stream forming the boundary of the two States shall, by gradually changing or receding from its present channel or course, occasion an alluvion or create an increase of land on either of the banks of such river, the land so gained by alluvion shall be the unquestionable property of the State whose territory is situated on the bank from which the river may have receded, notwithstanding any loss which may arise to the other party from the encroachment of such river on his territory.

ARTICLE 3.

All islands which have been formed in the channels of rivers or streams forming the boundaries of the two States since the end of the year 1208 Fussellee, or which may hereafter be so formed, shall be adjudged to belong to the State on whose frontier the channel may be fordable, and in the case of the channels on both sides of the island being equal in point of depth, the island shall be considered to form a part of the territory of that State to which at any point it is the most contiguous.

ARTICLE 4.

In the case of a subsequent alteration in the course of the principal channel of a river or stream forming the boundary of the two States, that is, if the channel on either side of an island which was in the

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first instance deep, shall become shallow, and the channel, on the opposite side become deep, in this case the right to the island shall again be transferred to the State on whose boundary the channel is shallow, and the same rule shall be applied to eventual changes in the contiguousness and distance of islands from the territories of the two States. Further, as, with a view to ascertain the comparative depth and breadth of the opposite channels of a river in which an island may be formed, the specification of a period is indispensable, the contracting parties do hereby stipulate and agree that the commencement of the season of the Rubee be the specific period assigned in all cases of dispute for ascertaining the depth and breadth of the channels.

ARTICLE 5.

If at any time, as in the case of rivers or streams forming the common boundary which wind greatly in their course, an arm or portion of land shall be separated from the territory of either State by the total alteration of the course of a river or stream, the land so separated shall belong exclusively to the State to whose territory it may, by such alteration, have been annexed, notwithstanding any territorial loss which may be sustained by the opposite party.

ARTICLE 6.

What has been agreed to in the foregoing Articles, relates merely to the prevention of disputes between the two States with respect to the lands alluded to in those Articles, and has no reference whatever to the rights of zemindars.

ARTICLE 7.

This Treaty, comprising seven Articles, having been settled and concluded in the City of Lucknow, on the 14th of January, in the year of our Lord 1812, corresponding with the 28th of the month of Zilhujjii, of the year 1226 Hegira, Major John Baillie, Resident, has delivered to the Vizier one copy of the same in English and Persian, sealed and signed by him, and His Excellency the Vizier has delivered to Major Baillie another copy, also in Persian and English, bearing His Excellency's seal and signature, and Major Baillie hereby engages

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to procure and deliver to His Excellency the Vizier, within the space of thirty days, a copy of the same, under the seal and signature of the Right Honorable the Governor-General, when the copy under his own seal and signature shall be returned.

(Signed) J. BAILLIE,
*Resident.*

Saadet Ali Khan's Seal.

Resident's Seal.

This Treaty was ratified by the Governor-General in Council.

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## No. XXXVI.

ENGAGEMENT with the VIZIER OF OUDE, dated 12th July 1814.

The friendship and alliance which so firmly and happily subsisted between His Excellency the Nabob Vizier-ul-Momalik, Yemeen-Oo-Dowlah, Nazim-ul-Moolk, Saadet Ali Khan Behauder, Mobauriz Jung (whose soul is in Paradise), and the Honorable Company's Government, are to be considered as perfectly unimpaired, and shall meet with no interruption whatever. All existing Treaties and Engagements likewise that were contracted with the late Nabob are in full force, to all intents and purposes; and we hereby declare, that we are effectually bound by the Engagements and Treaties aforesaid, and by the blessing of God, the said Treaties and Engagements shall be duly observed until the end of time.

*Signed and sealed on the* 12*th day of July A. D.* 1814, *answering to the* 22*nd of Rujub, A. H.* 1229, *with the seal and signature of His Highness Refant-ood-Dowla, Rufee-ool-Moolk, Ghazee-ood-Deen Hyder Khan Behauder, Shehamut Jung, Nabob of Oude, and delivered in*

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OUDH.
No. XXXVI.

*duplicate on the day aforesaid by His Highness' hand to Emand-ood-Dowla, Afzul-ool-Moolk, Major John Baillie, Behauder Arsulam Jung, Resident at the Court of Lucknow.*

(Signed) J. BAILLIE,
*Resident.*

Seal.

COUNTERPART of ENGAGEMENT with the VIZIER OF OUDE, 3rd August 1814.

The friendship and alliance which so firmly and happily subsisted between His late Excellency the Nabob Vizier-ul-Momalik Yemeen-Oo-Dowla Nazim-ul-Moolk, Saadet Ali Khan Behauder, Mobauriz Jung, and the Honorable Company's Government, shall be considered to subsist with equal force and sincerity, and shall continue for ever unimpaired between His late Excellency's son and successor, the Nabob Refant-Ood-Dowla, Rufee-ool-Moolk, Ghazee-ood-Deen, Hyder Khan Behauder, Shehamut Jung, and the Honorable Company: and all Treaties and Engagements which subsisted between His late Excellency and the Honorable Company's Government shall be considered to be in full force, and to all intents and purposes; and His Excellency the Right Honorable the Governor-General hereby declares, on the part of the Honorable Company, that the British Government is especially bound by the said Engagements and Treaties, and the said Engagements and Treaties shall be duly observed until the end of time.

*Given under the seal and signature of His Excellency the Right Honorable Governor-General, at Monghyr, in the Province of Bengal, this Third day of August, in the year of Our Lord One Thousand Eight Hundred and Fourteen.*

Seal.

(Signed) MOIRA.

By His Excellency the Governor-General.

(Signed) GEO. SWINTON,
*Pn. Secy. to Governor-General.*

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## No. XXXVII.

L. S.

BEGUM'S.

*Witnesses* { L. S. BOOBOO SOODH BUTCHUN
and
L. S. DARAB ALEE KHAN.

This is an obligation in the manner of a Deed of Deposit by Her Highness the Bow Begum, daughter of Mootumen-ood-Dowla Ishak Khan, deceased, wife of Nawab Shooja-ood-Dowla, deceased, and mother of the late Nawab Asuf-ood-Dowla, in favor of the Honorable Company's Government, whose guarantee for the security and protection of Her Highness, her friends and dependents, has long been established to the effect under-written, *viz.* :—

My jaghire, houses, property and goods of every description shall remain in my possession while I live, and I alone shall have the power of using them for the support and provision of those who are dear to me, my nephews and other relations, dependents, eunuchs, and female slaves, &c., as I think proper. But being mindful of the uncertainty of this transitory life, and with a view to future events, while yet in health of body and of sound intellect and judgment, I hereby give and surrender in trust and deposit, to the Members of the Honorable Company's Government, the whole of the property and goods in ready money, household furniture, plate and jewels, &c., now in my possession, amounting to the sum of seventy lakhs of Rupees, as particularly stated and described in a separate schedule under my seal, and whatever I may hereafter acquire and possess from this date till the day of my death, conferring and bestowing on the said Government the fullest power and authority over all my said property and possessions, for the purpose and with the intent that they, the members of the said Government, in consideration of their ancient friendship for me, and as they have done hitherto during my life-time, do continue after my death to be the guardians and protectors of all

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those who are dear to me, my nephews, connections, eunuchs and other dependents, and do secure and preserve to those persons individually, name by name, and to their heirs and successors for ever, the jaghires and monthly allowances in money from the income of my personal wealth, which I have assigned to each of them respectively in a separate statement under my seal; that so they may be rendered independent of every other person for subsistence.

The British Government will further protect my said relations and dependents against all tyranny and oppression, and will support them in the unmolested possession of all such houses, gardens, bazars and shops, profits and perquisites of every description, as they may have occupied and enjoyed during my life, taking care that no person shall disturb either them or their heirs or successors in the occupation and enjoyment of those possessions; and as my faithful servant Darab Alee Khan Nazer, and all other public officers, eunuchs, and dependents of my government have hitherto satisfied me, and will continue to do so during my life, as to the accuracy of their conduct and accounts, no demands should hereafter be made against them, nor should they be required to give any account, save for the immediate surrender and delivery to the Honorable Company's Government, agreeably to my orders, of the property in money and goods above stated to be now in my possession, and the further amount to be accumulated from this date until the day of my death, of which a faithful account shall be rendered.

In addition to the several provisions to individuals which are stated in the accompanying list, the sum of three lakhs of Sicca Rupees is to be given to my servant Darab Alee Khan for the purpose of erecting a mausoleum over the place of my interment, and one lakh of Sicca Rupees to be appropriated as a donation to the shrines of Karbula, Nujufe Ashruff, and other holy places, at the discretion of my said minister, who is a faithful and religious person, and will apply the money to the purposes specified. To defray the annual expenses of the said mausoleum, villages in the Pergunnah of Puchumrath, having a clear jumma of Sicca Rupees ten thousand, shall be allotted; and the surplus revenue of the villages to be given to the poor and religious inhabiting the said mausoleum, that they may enjoy peace and tranquillity of mind.

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The stipends of those that are dear to me, my nephews, eunuchs, booboos, female slaves, and other dependents, to be regularly paid from the revenue of my jaghire, or from the income of my personal wealth, to Darab Alee Khan, who will distribute the money among them, and whose recommendations and suggestions shall be received and attended to on their behalf, and after establishing and securing the whole of the above-mentioned salaries and pensions, and paying the foregoing sums, the balance of my property in ready money and valuables shall be at the entire and uncontrolled disposal of the Honorable Company's Government, to do whatever they please with it, and to give it to whomsoever they please.

But as some of my relations and connections, who are mentioned in the accompanying list, have jaghires and established allowances in money from another government, which are liable to resumption or diminution on the death of the present possessors, contrary to the practice of my Sircar, it is incumbent on the Honorable Company's Government, with a view to its own reputation and for the credit of my name, after securing the several provisions detailed in the accompanying list, to reserve in its own hands such a portion of the residue of my property as will ensure a suitable provision in perpetuity to the descendants of those of my relations, whose allowances may be resumed at their death, that no person related to me may be left in an indigent condition.

L. S.

BEGUM'S.

(A true translation)

(Signed) J. BAILLIE,
*Resident.*

SCHEDULE

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OUDH. No. XXXVII. *SCHEDULE of the contents of the Treasury and apartments in the Palace of Her Highness the Bow Begum, under her Seal.*

L. S.

GRAND TOTAL—SEVENTY LAKHS OF RUPEES.

*In the house of the late Juwahur Alee Khan,*

SIXTY-FOUR LAKHS, *viz.*:—

*In Rupees.*

Sixty-one lakhs and forty-seven thousand five hundred and two Rupees.

Rupees ... 61,47,502

*In Gold Mohurs and Gold.*

Two lahks and fifty-two thousand four hundred and ninety-eight Rupees and fourteen annas, *viz.*:—

15,448 Gold Mohurs:—
valued at Rupees, 2,31,671 11½
1,279-2-4 tolahs of
Gold, Rupees ... 20,827 2½

Rupees ... 2,52,498 14

---

*Accumulated in the time of the late Juwahur Alee Khan, and deposited in the large room close to the Abdar Khana, locked and sealed with Her Highness' seal.*

TWENTY-FIVE LAKHS AND SIXTY-FIVE THOUSAND FIVE HUNDRED AND EIGHT RUPEES, TWELVE ANNAS AND A HALF, *viz.*:—

*In Rupees.*

Twenty-four lakhs fifteen thousand three hundred and ninety eight, and four annas.

Rupees... 24,15,398-4 annas.

*In Gold Mohurs and Gold.*

One lakh and fifty thousand one hundred and eighty-two Rupees, eight annas and a half, *viz.*:—

9,100 Gold Mohurs,
valued at Rupees 1,32,711 1½
1,070-9-4 tolahs of
Gold, Rupees ... 17,466 7

Rupees ... 1,50,182 8½

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*Recent accumulation since the death of Juwahur Alee Khan.*

THIRTY-EIGHT LAKHS AND THIRTY-FOUR THOUSAND FOUR HUNDRED AND TWENTY RUPEES, THREE ANNAS AND THREE-QUARTERS, *viz.* :—

*In Rupees.*

Thirty-seven lakhs thirty-two thousand one hundred and three Rupees, fourteen annas, *viz.* :—

| | | | |
|---|---|---|---|
| Sicca Rupees of present currency | ... | 28,86,372 | 13¾ |
| Ditto of the 2nd sun | | 75,045 | 12 |
| Ditto 22nd ditto | ... | 8,650 | 0 |
| Corah and Rukabee Rupees | ... | 7,62,035 | 4¼ |
| Rupees | ... | 37,32,103 | 14 |

*In Gold Mohurs and Gold.*

One lakh and two thousand three hundred and sixteen Rupees, five annas and three-quarters, *viz.* :—

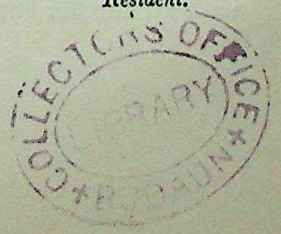
| | | | |
|---|---|---|---|
| 6,847 Gold Mohurs, valued at Rupees | | 98,955 | 10¼ |
| 208-5 tolahs of Gold, Rupees | ... | 3,360 | 11⅓ |
| Rupees | ... | 1,02,316 | 5¾ |

*Places of Deposit of the Recent Accumulation.**

| | | | |
|---|---|---|---|
| In the cellar below the Bara Durree, Gold Mohurs and Rupees | ... | 15,38,991 | 8 |
| In a small apartment adjoining the Old Kutcherrie, Sicca and Corah Rupees | ... | 9,38,641 | 3¼ |
| In the Hall of the old Kutcherrie, Gold Mohurs and Gold, Sicca and Rukabee Rupees | ... | 5,44,771 | 15 |
| In a small apartment of the house, in Gold Mohurs, Sicca, and Corah Rupees | ... | 8,12,015 | 9½ |
| Rupees | ... | 38,34,420 | 3¾ |

* *N. B.*—The several sums of money deposited in the places above specified are contained in chests which are buried under the floors excavated for that purpose, and carefully covered over, so that no trace of the deposit appears.

(Signed) J. BAILLIE,
*Resident.*



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OUDH.
No. XXXVII.

*Places of Deposit.*

In Her Highness the Begum's Palace called Mootee Muhl, *viz.* :—

| | |
|---|---|
| In a small apartment adjoining that in which she sleeps ... ... ... ... ... | Jewels. |
| In a larger apartment, called the Toshakana or Wardrobe ... ... ... ... | Jewels. |
| In an apartment of the Cheenee Khana ... | Utensils of gold, silver, and glass. |

The whole of the property in money and jewels, &c., contained in those three places of deposit, is estimated by guess at the sum of six lakhs of Rupees.

(A true translation)

(Signed) J. BAILLIE,
*Resident.*

*The Obligation of Darab Alee Khan, received the 25th July* 1813.

*Witnesses* { L. S. BOOBOO SOODH BUTCHUN and L. S. MEER AMEER HYDER. L. S. D. A. K's.

Whereas Major John Baillie, Resident at Lucknow, having this day attended in the presence of Her Highness the Bow Begum, received from Her Highness' hands a statement of the contents of her treasury, amounting to the sum of sixty-four lakhs of Rupees, and was further informed by Her Highness that, besides the above-mentioned sum, a lakh of Rupees, in ready money, and jewels, &c., of the value of five lakhs of Rupees, are certainly in Her Highness' possession, in apartments of her palace pointed out, I therefore, hereunto subscribing, do hereby promise and engage, in the case of my surviving Her Highness the Begum, to deliver to the Honorable Company immediately after Her Highness' death, the whole of the sum above stated, of seventy lakhs of Rupees in money and jewels, as specified, together with all further sums that may accumulate in Her Highness' treasury

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from this time till the period of her death, and of which a faithful account shall be rendered.

*In witness whereof, I have written this obligation on the 25th day of the month of Rujub,* 1228 *Hijery.*

(A true translation)

(Signed) J. BAILLIE,
*Resident.*

Detailed statement of monthly allowances to the relations, connexions, eunuchs, servants, dependents and slaves of Her Highness Ammut-ooz-Zuhura, daughter of Ishak Khan, deceased, and of other necessary expenses to be paid and defrayed in perpetuity to the persons and for the purposes specified, from the principal and interest of her wealth, as particularly stated in a Deed of Deposit under her seal, dated the 26th of Rujub 1228 Hijery (25th of July 1813), in favor of the Honorable Company's Government—these allowances being in addition to, and exclusive of, the pensions established of old and payable by the Vizier's Government to the several members of the Khas Muhl, to the families of Mirza Alee Khan and Salar Jung, and to the three sons of the latter, Mirza Cassim Alee Khan, Akbur Alee Khan, and Asghur Alee Khan.

Total—two lakhs and ninety-six thousand nine hundred and seventy-six Rupees per annum, or twenty-four thousand seven hundred and forty-eight Rupees per mensem.

BOOBOO SOODH BUTCHUN. L. S.

DARAB ALEE KHAN. L. S.

*Witnesses.* L. S.
BEGUM'S.

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OUDH.
No. XXXVII.

*To Beebee Lootf-oon-Nissa and other sixteen persons, ten thousand nine hundred Rupees per mensem, viz. :—*

| | | Rs. As. P. | Rs. As. P. |
|---|---|---|---|
| To Beebee Lootf-oon-Nissa ... ... | | 1,500 0 0 | |
| „ her husband, Mirza Mohamed Tuckee Khan ... | | 2,500 0 0 | |
| „ Mirza Hyder, her son ... ... | | 1,000 0 0 | |
| „ Fatima Begum, her daughter ... ... | | 1,000 0 0 | |
| „ Mirza Shahmeer, her son-in-law, son of Mirza Naseer ... | | 1,500 0 0 | |
| „ Mumoola Begum, daughter of Mirza Naseer ... | | 1,500 0 0 | |
| „ Nawab Mirza ... | Grand children of Mirza Tuckee and Mirza Naseer. | 200 0 0 | |
| „ Nawab Beebee ... | | 200 0 0 | |
| „ Abbass Mirza ... | | 200 0 0 | |
| „ Nader Mirza ... | | 200 0 0 | |
| „ Saheb Mirza ... | | 200 0 0 | |
| „ Husrut Begum ... | | 200 0 0 | |
| „ Nawab Bahadur ... | | 200 0 0 | |
| „ Jaferrie Begum ... | | 200 0 0 | |
| „ Alee Jah ... | | 200 0 0 | |
| „ Meean Husnoo ... | | 100 0 0 | |
| | | | 10,900 0 0 |
| *To Mirza Cassim Alee Khan and others, seven nephews and a niece, three thousand six hundred and fifty Rupees, viz. :—* | | | |
| For Himself ... ... | | 1,000 0 0 | |
| To Mirza Akbur Alee Khan ... ... | | 1,000 0 0 | |
| „ Mirza Asghur Alee Khan ... ... | | 1,000 0 0 | |
| „ Mirza Choohur ... ... | | 100 0 0 | |
| „ Mirza Mehtur ... ... | | 100 0 0 | |
| „ Mirza Abbass ... ... | | 100 0 0 | |
| „ Mirza Sooltan Alee Khan ... ... | | 100 0 0 | |
| „ Janee Khanum Sahibeh ... ... | | 150 0 0 | |
| | | 3,550 0 0 | |
| To Mohumdee Begum, the wife of Mirza Jaafur Alee, son of Mirza Alee Mohummed, and grandson of Mirza Akbur Alee Khan ... ... | | 100 0 0 | |
| | | | 3,650 0 0 |
| *To Booboo Soodh Butchun and others, four persons, four hundred and fifty Rupees, viz. :—* | | | |
| To Booboo Soodh Butchun ... ... | | 200 0 0 | |
| „ Booboo Almass Kooar ... ... | | 50 0 0 | |
| „ Beebee Feiz-oon-Nissa ... ... | | 100 0 0 | |
| „ Mobaruck-oon-Nissa ... ... | | 100 0 0 | |
| | | | 450 0 0 |
| *To Mohummud Darab Alee Khan and others, nine thousand eight hundred and fifty-eight Rupees, viz. :—* | | | |
| To Darab Alee Khan, who has served me most faithfully and obediently to my entire satisfaction, the Tuppeh of Rokha, in my original jaghire of Salone in jaghire, or an allowance in money, per mensem, of ... Sc. Rs. | | 4,000 0 0 | |
| | | | 4,000 0 0 |
| | Carried over ... | ... ... | 19,000 0 0 |

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| | Rs. As. P. | Rs. As. P. |
|---|---|---|
| Brought forward ... | ... ... | 19,000 0 0 |
| To Ameer-oon-Nissa Begum ... ... | 200 0 0 | |
| „ Bunnoo Sahibeh ... ... | 50 0 0 | |
| „ Meer Mohummud Alee and Ahmud Alee ... ... | 150 0 0 | |
| „ Meean Turrub ... ... | 60 0 0 | |
| „ Meean Muhboob, Senior ... ... | 60 0 0 | |
| „ Meean Khoosh Chushm ... ... | 60 0 0 | |
| „ Meean Saadut ... ... | 60 0 0 | |
| „ Meean Busharut ... ... | 60 0 0 | |
| „ Meean Dilawur ... ... | 60 0 0 | |
| „ Meean Dowlut ... ... | 60 0 0 | |
| „ Meean Muhboob, Junior ... ... | 60 0 0 | |
| „ Meean Bukhtawur ... ... | 30 0 0 | |
| „ Meean Pokhraj ... ... | 30 0 0 | |
| „ Meean Nishat ... ... | 30 0 0 | |
| „ Meean Maakool ... ... | 30 0 0 | |
| „ Meean Yakoot ... ... | 30 0 0 | |
| „ Meean Munzoor ... ... | 30 0 0 | |
| „ Meean Khoorsheid ... ... | 30 0 0 | |
| „ Meean Busheer ... ... | 30 0 0 | |
| „ Meean Almass ... ... | 30 0 0 | |
| „ Meean Zoolficar ... ... | 30 0 0 | |
| „ Meean Furhut ... ... | 30 0 0 | |
| „ Meean Showkut ... ... | 30 0 0 | |
| „ Seedee Muhboob, Senior ... ... | 30 0 0 | |
| „ Meean Hoosseyn ... ... | 30 0 0 | |
| „ Meean Tumkeen ... .. | 30 0 0 | |
| „ Kunbur ... ... | 30 0 0 | |
| „ Aklmund ... ... | 30 0 0 | |
| „ Meean Umbur ... .. | 30 0 0 | |
| „ Meean Nuseem ... ... | 30 0 0 | |
| „ Neekroz ... ... | 30 0 0 | |
| „ Belall ... ... | 30 0 0 | |
| „ Lutafut ... ... | 30 0 0 | |
| „ Seedee Muhboob, Junior ... ... | 30 0 0 | |
| „ Sooltan Alee Khan ... ... | 100 0 0 | |
| „ Sooltan, Senior ... ... | 60 0 0 | |
| „ Meerjan, Senior ... ... | 60 0 0 | |
| „ Khuwasus, female servants | | |
| 100 @ 7 each, is Rs. 700 0 0 | | |
| 300 @ 5 „ „ 1,500 0 0 | | |
| | 2,200 0 0 | |
| „ 200 sepoys as a guard, at 4½ Rs. ... ... | 900 0 0 | |
| „ Murjan, Junior ... ... | 60 0 0 | |
| „ Emam Alee ... ... | 50 0 0 | |
| „ Nuzur Alee ... ... | 30 0 0 | |
| „ Jaafur Alee ... ... | 30 0 0 | |
| „ Hedayut Hoosseyn ... ... | 30 0 0 | |
| „ Aabed Alee ... ... | 30 0 0 | |
| „ Bundeh Alee ... ... | 30 0 0 | |
| „ Seedee Hussun ... ... | 30 0 0 | |
| „ Punah Alee, Vakeel ... ... | 200 0 0 | |
| „ Moonshee Soobhan Alee ... ... | 100 0 0 | |
| „ Seyud Toorab Alee ... ... | 100 0 0 | |
| „ Mirza Koochuk ... ... | 150 0 0 | |
| „ Beebee Khyr-oon-Nissa ... ... | 9 0 0 | |
| „ Khoodyjut-oon-Nissa ... ... | 9 0 0 | |
| | | 9,748 0 0 |
| Total, Rupees ... | ... ... | 24,748 0 0 |

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OUDH.
No. XXXVII.

To Darab Alee Khan, for the purpose of erecting a mausoleum over the place of my interment, three lakhs of Rupees.

To Darab Alee Khan, as nuzzurs to the shrines of Karbula, Nujufe Ashruff, and other holy places, one lakh of Rupees.

To Darab Alee Khan, to defray the annual expenses of the said mausoleum, villages in the Pergunnah of Puchumrath, to the amount of Sicca Rupees ten thousand.

The stipend to the families of my brothers, Nawab Mirza Alee Khan and Nawab Salar Jung, to remain on the same footing as they have been since the time of the late Nabob Asuf-ood-Dowla, and the British Government will continue to aid and support them on all occasions; and if at any future period, on the death of the present incumbents, those stipends or a part of them should be resumed by the Vizier, the British Government is in this case to act as desired by the Deed of Deposit, that is, to grant a suitable allowance to the heirs of the persons deceased from the revenue of my jaghire or the residue of my property at its disposal.

The stipend of Mirza Cassim Ali Khan will also remain as heretofore since the time of the Nabob Asuf-ood-Dowla, and the British Government will assist and protect him on all occasions for my sake and in compliance with my earnest request; and if at any future period, on the death of the said Mirza Cassim Ali Khan, the whole or a part of his stipend should be resumed by His Excellency the Vizier, in that case the British Government is to act as desired in the Deed of Deposit, that is, to grant a suitable allowance in money to the heirs of the said Cassim Ali Khan, either from the revenue of my jaghire or the residue of my personal wealth.

The allowances of the Khas Muhl from the Mehals of Goonda to remain as heretofore, and to be paid to the members of the said mehal agreeably to the separate list; and if at any future period the whole or any part of the stipends of Lootf-oon-Nissa, Mirza Mahummud Tuckee Khan, Mirza Naseer or their children should be resumed by the Vizier, the British Government is in that case to act as directed in the Deed of Deposit, that is, to grant an equal allowance in money from the revenue of my jaghire, or from the income of my personal property.

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The allowances of the children and dependents of Mirza Jooma shall continue after my decease to be paid to them as heretofore, and if these allowances be resumed, the British Government will assign a suitable provision for those persons from my jaghire or my personal property.

The monthly allowance which was granted to Zufr-ood-Dowla, deceased, in lieu of his jaghire, shall be secured to his children and dependents: or otherwise the British Government shall assign to them a suitable stipend from the revenue of my jaghire, or from the annual income of my property.

L. S.

*Dated the 26th of Rujub, 1228 Hijery.*

BEGUM'S

(A true translation)

(Signed) J. BAILLIE,
*Resident.*

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*LIST of the Pensions of the Khas Mehal, paid from the Mehal of Goonda.*

Grand Total, One Lakh Ninety-Nine Thousand Six Hundred and Eight Rupees, Eight Annas.

| | | | Rs. As. P. | | Rs. As. P. |
|---|---|---|---|---|---|
| To Agha Tuckee ... | | Per Mensem. | 2,000 0 0 | Per Annum. | 24,000 0 0 |
| „ Lootf-Oon-Nissa Begum ... | 2,500 | | | | |
| For herself ... | 1,500 | | | | |
| For her son Mirza Hyder ... | 500 | | | | |
| For her daughter Fatima Begum ... | 500 | | | | |
| | | ditto | 2,500 0 0 | ditto | 30,000 0 0 |
| „ Agha Gheyas ... ... | | ditto | 500 0 0 | ditto | 6,000 0 0 |
| „ Agha Naseer ... ... | | ditto | 1,500 0 0 | ditto | 18,000 0 0 |
| „ Mirza Hujjoo ... ... | | ditto | 600 0 0 | ditto | 7,200 0 0 |
| „ Khyr-Oon-Nissa ... ... | | ditto | 30 0 0 | ditto | 360 0 0 |
| „ Mirza Jaffer Hakeem ... ... | | ditto | 82 0 0 | ditto | 984 0 0 |
| „ The Relations, &c., of Mirza Alee and of Mirza Jaffer Hakeem ... ... | | ditto | 166 10 9 | ditto | 2,000 0 0 |
| „ Bundee Begum ... ... | | ditto | 450 0 0 | ditto | 5,400 0 0 |
| „ Amina Begum ... ... | | ditto | 450 3 0 | ditto | 5,400 0 0 |

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| | | Rs. As. P. | | Rs. As. P. |
|---|---|---|---|---|
| To Begum Saheb ... ... | Per Mensem. | 200 0 0 | Per Annum. | 2,400 0 0 |
| „ Tuwukhool Saheba ... ... | ditto | 150 0 0 | ditto | 1,800 0 0 |
| „ Injunie Khanum ... ... | ditto | 100 0 0 | ditto | 1,200 0 0 |
| „ Anjoom-Oon-Nissa ... ... | ditto | 100 0 0 | ditto | 1,200 0 0 |
| „ Sabera Khanum ... ... | ditto | 100 0 0 | ditto | 1,200 0 0 |
| „ Omdee Begum ... ... | ditto | 75 0 0 | ditto | 900 0 0 |
| „ Koodseea Begum ... ... | ditto | 150 0 0 | ditto | 1,800 0 0 |
| „ Museeta Begum ... ... | ditto | 200 0 0 | ditto | 2,400 0 0 |
| „ Sungee Begum ... ... | ditto | 200 0 0 | ditto | 2,400 0 0 |
| „ Jumnee Begum ... ... | ditto | 200 0 0 | ditto | 2,400 0 0 |
| „ Mother of Hussun Alee Khan ... | ditto | 85 0 0 | ditto | 1,020 0 0 |
| „ Dependents of Bubee Shu ... ... | ditto | 100 0 0 | ditto | 1,200 0 0 |
| „ The widows of Mirza Jaffer ... ... | ditto | 300 0 0 | ditto | 3,600 0 0 |
| „ Begum Saheba ... ... | ditto | 1,500 0 0 | ditto | 18,000 0 0 |
| „ Imamee Begum ... ... | ditto | 150 0 0 | ditto | 1,800 0 0 |
| „ Fatima Begum ... ... | ditto | 200 0 0 | ditto | 2,400 0 0 |
| „ Hinga Begum ... ... | ditto | 450 0 0 | ditto | 5,400 0 0 |
| „ Hussun Alee Khan ... ... | ditto | 500 0 0 | ditto | 6,000 0 0 |
| „ Sons of ditto ... ... | ditto | 300 0 0 | ditto | 3,600 0 0 |
| „ Mirza Guzula ... ... | ditto | 250 0 0 | ditto | 3,000 0 0 |
| „ Mirza Bundhoo ... ... | ditto | 900 0 0 | ditto | 10,800 0 0 |
| „ Mohumud Alee Khan ... ... | ditto | 200 0 0 | ditto | 2,400 0 0 |
| „ Mirza Aboo Taleb ... ... | ditto | 250 0 0 | ditto | 3,000 0 0 |
| „ Agha Boozoorg ... ... | ditto | 226 0 0 | ditto | 2,712 0 0 |
| „ Mirza Hussain-ood-Deen Hyder ... | ditto | 500 0 0 | ditto | 6,000 0 0 |
| „ Mehrum Alee Khan ... ... | ditto | 100 0 0 | ditto | 1,200 0 0 |
| „ Mirza Ibrahim ... ... | ditto | 250 0 0 | ditto | 3,000 0 0 |
| „ Abbass Koolee Khan ... ... | ditto | 125 0 0 | ditto | 1,500 0 0 |
| „ Meeah Bussunt ... ... | ditto | 20 0 0 | ditto | 240 0 0 |
| „ Meeah Norooz ... ... | ditto | 20 0 0 | ditto | 240 0 0 |
| „ Meeah Muhubbutt ... ... | ditto | 10 0 0 | ditto | 120 0 0 |
| „ Meeah Hyder Alee ... ... | ditto | 8 0 0 | ditto | 96 0 0 |
| „ Meeah Bahadur Alee ... ... | ditto | 12 0 0 | ditto | 144 0 0 |
| „ Hursook Roy Mootusuddee ... ... | ditto | 7 0 0 | ditto | 84 0 0 |
| „ Mirza Booshun Alee Mouzzen ... | ditto | 7 0 0 | ditto | 84 0 0 |
| „ Meer Moortuza Hukeem ... ... | ditto | 40 0 0 | ditto | 480 0 0 |
| „ Khuwasspoora ... ... | ditto | 370 6 0 | ditto | 4,444 8 0 |

L. S. DARAB ALEE KHAN.

(A true translation)

(Signed) J. BAILLIE,
*Resident.*

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No. 5.

To

## HER HIGHNESS THE BHOW BEGUM.

*Written 29th October* 1813.

I have the honor to acknowledge the receipt of Your Highness's letter to the address of the late Governor-General, the Earl of Minto, referring to the result of your communications with Major Baillie, who had proceeded to Fyzabad to receive Your Highness's commands; and Major Baillie has reported to me the substance of what passed at the several conferences with which you honored him during his residence at Fyzabad.

2. The arrangement which Your Highness has adopted in order to secure the due fulfilment of your wishes in favor of your relations and dependents, is worthy of your acknowledged discernment and prudence, and will tend to enlarge and perpetuate the fame of your wisdom and piety; and it will, I trust, be the means of securing to the full extent your benevolent intentions. I will not conceal from Your Highness, however, that I should have felt more confidence on that subject if Your Highness had seen fit to place in the immediate charge of the British Government such a portion of your wealth as would be equal to the demand on that account, as suggested to you by Major Baillie. Your Highness may, however, rely on the just and punctual discharge, by the British Government, of the trust which you have confided to it, and may be assured that it will in all its measures consult the honor and reputation of Your Highness, and the comfort and security of those who have been so fortunate as to become the objects of your regard and affection.

For Your Highness's further satisfaction I have executed an instrument, which will be transmitted to Your Highness by the Resident at Lucknow, containing the unqualified confirmation and guarantee by the British Government, of the disposition of Your Highness's personal property, prescribed in the documents under Your Highness's seal, and attested by Darab Alee Khan and Booboo Sook Butchun, which were delivered to Major Baillie.

3. Your Highness is aware that the consent of His Excellency the Vizier must be obtained to the grant of villages in Pergunnah

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Puchumrath, and although it cannot be doubted that His Excellency will most readily comply with Your Highness's wishes in an affair in which Your Highness's satisfaction and his own reputation are equally concerned, it must be obvious to Your Highness that the British Government can only engage to employ its utmost influence with His Excellency to obtain his consent to the desired arrangement. I have accordingly instructed Major Baillie to obtain, at a fit season, His Excellency's acquiescence, and I have no doubt that at an early period he will be enabled to make a communication to Your Highness on the subject, which will be entirely satisfactory to your mind.

4. I request Your Highness to accept the assurances of the unalterable respect and attachment of the British Government, and to repose implicit confidence in its zeal and anxiety for your interest and comfort.

DRAFT of ENGAGEMENT to HER HIGHNESS the BHOW BEGUM.

Her Highness the Bhow Begum having, by an instrument bearing her seal, and duly attested by witnesses, declared her intention to make over to the British Government the whole of her personal property, in order to enable that Government to provide for Her Highness's relations and dependents, to the extent and in the manner specified in a separate paper, also sealed with Her Highness's seal, and witnessed as above, and for other purposes expressed in those papers; and Her Highness having moreover delivered to the Resident at Lucknow a Schedule under her seal, specifying the estimated amount and value of her property in money and jewels, and the places in which it is deposited; the Governor-General hereby confirms and guarantees the disposition of Her Highness's personal property prescribed in the documents above referred to, and promises and engages that on obtaining possession of that property the whole of Her Highness's directions, in favor of her relations and dependents, and with regard to the other objects mentioned in those papers, shall, as far as depends on the British Government, be carried into early and complete effect; and the Governor-General further engages to employ the utmost influence of the British Government to obtain from His Excellency the Vizier the grant in perpetuity of villages in the

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Pergunnah of Puchumrath, of the annual jumma of Rupees 10,000, in the name of Darab Alee Khan, according to Her Highness's desire. The Governor-General moreover promises to afford the countenance and protection of the British Government to Her Highness's relations and dependents, and to maintain them and their posterity in the possession of the provisions which Her Highness has devised to them.

*Done at Fort William, this 29th day of October* 1813.

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No. 2.

To

HIS HIGHNESS THE NABOB REFAUT-OOD-DOWLAH.

*Written the 19th July* 1814.

A considerable time has elapsed since I received the orders of Government to submit to the notice of Your Highness's father, of blessed memory, the objects and result of my proceedings on the occasion of my visit to Fyzabad, at the request of Her Highness the Begum, in the months of July and August last. My delay to execute those orders was occasioned, in the first instance, by the necessary preparation of copies of a number of documents of a secret and important nature, the transcribing of which could only be entrusted to the most confidential of my native servants, and subsequently by the unhappy indisposition of Your Highness's father, which precluded the propriety of my bringing subjects of this nature before him. I had, in fact, prepared a letter on the subject to His Excellency the late Vizier, which forms the ground-work of this address to Your Highness, and was intended to have been delivered on the 12th instant, at a conference which was fixed for that day.

The documents which I now submit to Your Highness are so very explicit in their tenor, and so fully descriptive of the just and natural objects to which they refer, as to render comments on my part superfluous; and the explanations with which I am charged by the Government being calculated rather to meet eventual enquiries on the part of His Excellency the late Vizier, than to answer any immediate purpose of our Government in this communication, may, with obvious

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propriety, be reserved for an occasion of personal conference hereafter, if the subject of the documents enclosed should appear to Your Highness to require it.

Your Highness is probably aware of the original intention of Her Highness the Bhow Begum, announced in a manner the most solemn to the Most Noble the Governor-General Marquis Wellesley, through the medium of the late Colonel Scott, to transfer the whole of her property, real and personal, including the revenues of her jaghire, which Her Highness considered as the free and irrevocable gift of her husband, the late Nawab Soojah-ood-Dowlah, to the Honorable Company's Government, and to constitute that Government her sole heir and executor at her death.

The just right of Her Highness the Begum to confer, and of the Honorable Company's Government to accept, the character and privileges of Her Highness's heir and executor, with a reference to her personal property, could never be reasonably doubted; and Your Highness will duly appreciate the motives of extraordinary consideration which induced our Government to reject a proposal so honorable and advantageous to itself, on the part of Her Highness the Begum, and to recommend to her an arrangement which must combine the most essential benefit to your Highness, as well as a due regard for your rights, with the accomplishment of the Begum's most laudable and benevolent purposes in favor of her relations and dependents.

That all these objects have been attained by the result of my proceedings at Fyzabad, as explained in the accompanying documents, your Highness cannot fail to observe; and you will now experience without alloy the satisfaction which I promised to your august father, when I should be authorized to communicate for his information the arrangements which I concluded with the Begum, and which the Right Honorable the Governor-General in Council has been pleased to ratify and confirm.

Your Highness's cheerful acquiescence in that part of the arrangement referred to, which provides for the honorable interment of Her Highness the Begum's remains, when it shall please God to remove her from this transitory state, cannot for a moment be doubted; and to this particular clause in the instrument under Her Highness's seal,

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and another intended to provide for, what I consider as an impossible case, the disposition of Your Highness's mind, to discontinue or resume, at their death, the allowances of the Begum's relations, enjoyed under Your Highness's government, I have been commanded by His Excellency the Right Honorable the Governor-General in Council to solicit your early attention, and to request a communication of your sentiments and intentions with regard to them at as early a period as may be practicable.

The peculiar nature of the documents which I have the honor of transmitting to Your Highness, and more particularly the wish of Her Highness the Begum respecting them, as explained in one of her letters to me, will, I doubt not, suggest to Your Highness the propriety of preventing the contents of any of those documents from becoming generally known for the present, and of Your Highness's observing the same degree of secrecy with regard to the provisions of Her Highness the Begum's Will, which I have invariably practised since that instrument was committed to my charge.

(A true copy)

(Signed) J. BAILLIE,
*Resident.*

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FROM

HIS HIGHNESS THE VIZIER.

*Received the 4th of August* 1814.

I have had the pleasure of receiving your letter of the 19th ultimo, with its enclosures, stating that "you had received the orders of His Excellency the Right Honorable the Governor-General, to communicate the result of your proceedings at Fyzabad, &c., &c.," and I have perused the papers which you transmitted to me with the greatest care and attention.

Of a truth this Government had never, and can never have, such a firm friend and ally—so sincere and disinterested in its friendship, as the Honorable Company's Government, who, regardless of its own advantage ,has rejected personal property to so very considerable an amount bequeathed by Her Highness the Bhow Begum, and

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determined to transfer the whole of that property to me, after providing for the payment of the legacies and annuities to the Begum's near relations and dependents, which Her Highness so properly bequeathed to them, and which the British Government has justly guaranteed. Words are inadequate to express the sense which I entertain of this conduct; and of course I most cheerfully acquiesce in the arrangements which His Lordship has proposed to me, regarding the assignment of lands in Puchumrath, for the expenses of the Begum's mausoleum, and the other purposes of her Will. Accordingly I hereby engage that, when it shall please Almighty God to remove my venerable grand-mother from this transitory scene, villages in the District of Puchumrath, yielding a revenue of ten thousand Rupees per annum, shall be set apart and granted in perpetuity for the charges of Her Highness's mausoleum, and further that all the stipends and provisions which Her Highness's relations enjoy and have hitherto received from this Government shall be continued to them and their heirs in perpetuity, without any deduction whatever.—Considering you as my sincere friend and well-wisher, I request you to report these engagements for His Lordship in Council's satisfaction, without any delay.

(A true translation)

(Signed) J. BAILLIE,
*Resident.*

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## No. XXXVIII.

FROM

### HIS EXCELLENCY THE VIZIER.

*Received 28th November* 1814.

In my letter of the 5th of Zee Hijjeh (19th instant) I transmitted to you a statement of the pensions to be hereafter paid from your treasury, excluding those of Teyyuba Begum and her relations. On further consideration it seems proper that, according to your original

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suggestion, Teyyuba Begum should be included in the list, and it is further my present desire that the allowance of Ramazan Alee Khan should be added, making in all, as per the sealed statement enclosed, a sum of six lakhs and fifty-one thousand Rupees per annum, for which a provision shall be made. I therefore write, to desire that the purport of this letter and statement be submitted by you to my respected uncle, the Right Honorable the Governor-General Lord Moira, and in the case of His Lordship's approval that the monthly stipends of all the persons named in the statement be issued hereafter from the Honorable Company's Treasury, beginning with the first of the present month of Zee Hijjeh, 1229 Hijery (14th November 1814), and that their receipts be transmitted to me. Let my former sealed statement be returned.

(A true translation)

(Signed) J. BAILLIE,
*Resident.*

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*AN ACCOUNT of the Pensions payable from the interest of one crore eight lakhs and fifty thousand Rupees, given as a Loan to the Honorable Company's Government at 6 per cent. per annum, to commence from the 1st of Zeiheejja 1229, corresponding with the 14th of November 1814—Interest monthly, 54,250,—Ditto annually, 6,51,000.*

| Pensioners. | | | Monthly. | | | Annually. | | |
|---|---|---|---|---|---|---|---|---|
| His Royal Highness Mirza Soleyman Shekoh... | | ... | 6,000 | 0 | 0 | 72,000 | 0 | 0 |
| The Nawab Shums-ood-Dowlah, with family and dependents, *viz.* :— | | | | | | | | |
| His former allowance | ... | 14,171 14 0 | | | | | | |
| Increased ditto | ... | 2,494 12 6 | | | | | | |
| | | | 16,666 | 10 | 6 | 2,00,000 | 0 | 0 |
| The dependents of the late Shums-oon-Nissa Begum, 15 in number | ... ... | ... ... | 4,000 | 0 | 0 | 48,000 | 0 | 0 |
| Mirza Shahamut Alee Khan | ... | ... ... | 2,800 | 0 | 0 | 33,600 | 0 | 0 |
| Mirza Mendoo | ... ... | ... ... | 1,647 | 0 | 0 | 19,764 | 0 | 0 |
| The family of the late Mirza Alee Khan and Salar Jung | ... ... | 6,749 13 9 | | | | | | |
| Deduct from the above, on account of the stipend of Mirza Tuckee's mother and Moo-Zuffur Alee Khan and Mirza Ishmael, &c., &c., Bunnoo Begum Shums-oon-Nissa and Furzana Khanum | ... | 22 0 0 | | | | | | |
| | | | 6,727 | 13 | 9 | 80,734 | 3 | 0 |
| Mirza Cossim Alee Khan, *viz.* :— | | | | | | | | |
| His former allowance | ... | 2,847 10 6 | | | | | | |
| Increased ditto | ... ... | 551 5 6 | | | | | | |
| | | | 3,399 | 0 | 0 | 40,788 | 0 | 0 |
| Akbar Alee Khan and Usghur Alee Khan | ... | ... | 2,109 | 6 | 0 | 25,312 | 8 | 0 |
| Teyubban Begum and 14 persons, *viz.* :— | | | | | | | | |
| Allowance | ... ... | 3,299 2 6 | | | | | | |
| Deduct fees at the Treasury | ... | 33 0 0 | | | | | | |
| | | | 3,266 | 2 | 6 | 39,193 | 14 | 0 |
| Mirza Ramzan Alee Khan | ... | 4,900 0 0 | | | | | | |
| Deduct fees at the Treasury | ... | 49 0 0 | | | | | | |
| | | | 4,851 | 0 | 0 | 58,212 | 0 | 0 |
| Hooseyn Alee Khan, son of the late Hyder Beg Khan, 42 persons | ... ... | ... ... | 2,000 | 0 | 0 | 24,000 | 0 | 0 |
| Dependents of the late Tehseen Alee Khan, 19 persons | | ... | 775 | 0 | 0 | 9,300 | 0 | 0 |
| | | | 54,242 | 0 | 9 | 6,50,904 | 9 | 0 |
| | | Balance ... | 7 | 13 | 3 | 95 | 7 | 0 |
| | | Rupees ... | 54,250 | 0 | 0 | 6,51,000 | 0 | 0 |

(A true translation)

(Signed) J. Baillie,
*Resident.*

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*Camp Kurnaul, the 2nd January* 1815.

I do hereby acknowledge that His Excellency the Nabob Vizier-ool-Mumalik, Refaut-ood-Dowlah, Rufee-ool-Moolk, Mirza Ghazee-ood-Deen Hyder Khan Behaudur, Shahamut Jung did, on the 24th day of December last, pay into the Honorable Company's Treasury at Lucknow, the sum of Lucknow Sicca Rupees (Lucknow Sicca Rs. 58,50,000) fifty-eight lakhs and a half,* which is to be accounted for to His Excellency or order in manner following :—Interest on the principal, at the rate of six per cent. per annum from that date to the 30th June 1815, will be paid to His Excellency at the Honorable Company's Treasury at Lucknow, or at his option, be added to the principal, His Excellency paying or receiving the fraction of 100 Lucknow Sicca Rupees, so that the amount may be brought to even hundreds, and for the principal alone, or with interest so added, as the case may be, a Promissory Note, to be dated the 30th of June 1815, will be granted, paying conformably to the conditions of the advertisement published in the *Calcutta Gazette* of the 1st of July 1814.

(Persian Version omitted.)

L. S. (Signed) MOIRA.

By His Excellency the Right Honorable the Governor-General.

(Signed) C. M. RICKETTS,
*Secy. to the Governor-General.*

By His Excellency the Right Honorable the Governor-General.

(Signed) G. SWINTON,
*Persn. Secy. to the Governor-General.*

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* The acknowledgment for the other half crore cannot be found.

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OUDH.
No. XXXIX.

## No. XXXIX.

Treaty between His Excellency the Nabob Vizier-ul-Momalik Refaut-ood-Dowla, Rufee-Oo-Moolk, Ghazee-ood-Deen, Hyder Khan Behauder, Shehamut Jung and the British Government, for the transfer to His Excellency of the District of Khyreegur and of certain lands conquered by the British Government from the Rajah of Nepaul, in commutation of His Excellency's second loan to the British Government; and for the exchange of the Pergunnah of Hándia, belonging to His Excellency the Vizier, for that of Nabobgunge, belonging to the British Government, settled by His Excellency the Nabob Vizier on his own part, and by Richard Strachey, British Resident at the Court of His Excellency, on the part of the British Government, in virtue of full powers vested in him by His Excellency the Right Honorable the Earl of Moira, K.G., Governor-General in Council, &c., &c.

### Article 1.

The British Government hereby cedes to His Excellency the Vizier in full and perpetual sovereignty the District of Khyreegur, also the low lands between Khyreegur and the hills, and those between His Excellency's territory further to the eastward and the hills; that is, the whole of the late Goorka possessions below the hills, extending on the west from the River Gogra to the British District of Goruckpore on the east, and bounded on the south by His Excellency's possessions and the District of Khyreegur, and on the north by the hills. The Goorka orders of surrender of that tract will accordingly be made over to His Excellency the Vizier, and the British Government hereby engages to establish His Excellency's authority in the above-mentioned territory.

### Article 2.

His Excellency the Nabob Vizier, in return for the cession mentioned in the preceding Article, hereby annuls the debt of the British Government to His Excellency of one crore of Rupees, being the total amount of His Excellency's second loan to the Company during the last year; the interest of which loan will cease from the date of His Excellency's receiving possession of Khyreegur and the conquered lands above-mentioned, when the acknowledgments granted to His Excellency will be returned.

### Article 3.

His Excellency the Nabob Vizier hereby cedes to the British Government the Pergunnah of Handia (otherwise called Kewye),

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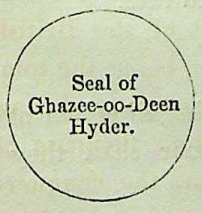
which forms part of His Excellency's District of Pertaubgur, and which intervenes between the British Districts of Jaunpore, Meerzapore, and Allahabad; and the British Government cedes to His Excellency in exchange the Pergunnah of Nabobgunge, which forms part of the District of Goruckpore, or a piece of territory, the revenue of which may be equivalent to that of the Pergunnah of Handia.

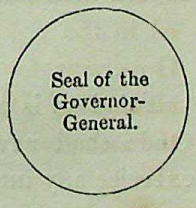
ARTICLE 4.

The British Government engages that, after the establishment of His Excellency's authority in the District of Khyreegur and in the conquered lands above-mentioned, if any disturbances arise, from whatever cause, they will effectually suppress them, and if, notwithstanding the co-operation and support of the British Government, His Excellency should be deprived of those possessions, other lands yielding the same revenue shall be given to His Excellency.

This Treaty, consisting of four Articles, having been settled by His Excellency the Nabob Vizier for himself, and by Richard Strachey, Resident at the Court of Lucknow, on the part of the British Government, the Resident at Lucknow has delivered one copy thereof in Persian and English, signed and sealed by him, to His Excellency the Vizier, from whom he has received a counterpart, also duly executed by His Excellency. The Resident engages to procure and deliver to His Excellency the Vizier a copy of the same, under the seal and signature of His Excellency the Right Honorable the Governor-General, when that executed by the Resident will be returned.

*Done at Lucknow, on the* 1*st of May* 1816, *corresponding with the* 2*nd of Jemmady-oo-Sanee,* 1231 *Hegira.*




(Signed) MOIRA.
„ N. B. EDMONSTONE.
„ A. SETON.
„ G. DOWDESWELL.

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Ratified on the 11th of May 1816, by His Excellency the Right Honorable the Earl of Moira, K. G., Governor-General in Council.

(Signed) JOHN ADAM,
*Secretary to Government.*

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## No. XL.

AGREEMENT between HIS MAJESTY ABOO-UL-MOZUFFUR MORZOOD DEEN GHAZEE-OOD-DEEN HYDER SHAH, King of Oude, and the BRITISH GOVERNMENT, on account of a sum which the former has given as a loan to the Honorable Company, settled by His MAJESTY on his part, and by M. RICKETTS, ESQ., Resident at the Court of the King of Oude, on the part of the British Government, in virtue of full powers vested in him by the RIGHT HONORABLE WILLIAM PITT, LORD AMHERST, Governor-General in Council, &c., &c.

### ARTICLE 1.

His Majesty the King of Oude has given as a loan, for ever, to the Honorable Company, one crore of Rupees, the interest whereof being five lakhs of Rupees per annum, will be paid from the 1st of Mohurrum, 1241 Hegira, to the persons hereafter particularized, by monthly instalments; and the interest of this sum will always remain at five per cent. per annum, though the British Government may reduce their interest below or raise it above the aforesaid rate.

### ARTICLE 2.

This loan is made in perpetuity; the sovereigns of the Kingdom of Oude shall never have the power to take it back, nor shall they exercise any interference with its interest.

### ARTICLE 3.

The British Government guarantees that it will pay for ever the monthly sums hereafter mentioned out of the interest of the above

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loan, to the persons set down in this instrument, in the current coin of the place where they may reside, without any deduction whatever.

ARTICLE 4.

The Honorable Company will always protect the honor of the stipendiaries, who will be paid out of this fund, and it will be the protector of their possessions, such as houses and gardens (whether bestowed by the King of Oude, or purchased or built by themselves), from the hands of the sovereigns and their enemies; and in whatever city or country they may be, their allowances will be paid to them there.

ARTICLE 5.

This Agreement having been settled by His Majesty the King of Oude for himself, and by M. Ricketts, Esq., Resident at the Court of Lucknow, on the part of the British Government; the Resident at Lucknow has delivered one copy thereof in Persian and English, signed and sealed by him, to His Majesty the King of Oude, from whom he has received a counterpart, also duly executed by His Majesty. The Resident engages to procure and deliver to His Majesty the King of Oude a copy of the same, under the seal and signature of the Right Honorable the Governor-General in Council, when that executed by the Resident will be returned.

*Interest Rupees Five Lakhs per annum, by Solar Years.*

Twelve months, at per month Rupees forty-one thousand six hundred and sixty-six, ten annas, and eight English pie (Rs. 41,666-10-8.)

To the persons attached to the new Imambareh, called Imambaraee Nujuf Ushruf, according to a separate detail, Rupees one thousand one hundred and thirty-seven, ten annas, and eight pie (Rs. 1,137-10-8.)

This sum will be paid for ever to the person who will be appointed to the charge of the Imambareh through the King, and its Amlah or officers will be kept or discharged at the pleasure of the superintendent.

Nabob Mobaruk Muhul, Rupees ten thousand (Rs. 10,000).

This allowance will be paid to the Begum Nabob Mobaruk Muhul, during her life-time, and after her demise one-third of the allowances will be paid to any person, or for any purpose, she may will: the

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remaining two-thirds and whatever may be the saving of the one-third agreeably to the will, which will be an addition to the two-thirds, or in case of her not making a will, the whole allowance is to be divided into two equal parts, one-half to be given to the Nujuf Ushruf, and the other half for Kerbulla to the High Priest and Majawurs, or persons who have its charge on the part of the said King, that His Majesty might thereby derive its benefits.

Sultan Marium Begum, Rupees two thousand five hundred (Rs. 2,500).

To be given during the life-time of Sultan Marium Begum, as to Nabob Mobaruk Muhul, and after her death to be appropriated in the same manner.

Moomtaz Muhul, Rupees one thousand one hundred (Rs. 1,100).

As the foregoing.

Surfraz Muhul, Rupees one thousand (Rs. 1,000).

Ditto ditto.

The servants and dependents of Surfraz Muhul, as per separate list, Rupees nine hundred and twenty-nine (Rs. 929).

To be paid in perpetuity as per separate statement. The allowance of persons dying without heir, to be added to the sums for Nujuf Ushruf and Kerbulla.

Nabob Moatummud-ood-Dowla Behauder, Rupees twenty thousand (Rs. 20,000).

This allowance is to be paid in perpetuity to the Nabob and his heirs. It will be paid in perpetuity after his demise, agreeably to his will, to his sons, daughters, and wives, and other dependents. If it happens that he makes no will, in that case the allowance is to be given to his lawful heirs, according to the laws of inheritance, in conformity to the tenets of the Sheeas. The allowances which are assigned to his wife, one son, and a daughter, from this fund, as specified below, are also to be continued in perpetuity separately, and whatever the Nabob may bequeath to them out of the above allowance, is to be given to them in perpetuity separately; and, in like manner, if a will be not made, shares are to be given to these three persons from the Nabob's allowance according to law.

Nabob Begum, the wife of Nabob Moatummud-ood-Dowla, Rupees two thousand (Rs. 2,000).

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This allowance is to be paid to her during her life-time, and after her death to be paid to her lawful heirs, in perpetuity, according to the laws of inheritance, in conformity to the tenets of the Sheeas.

Nabob Auleeah Begum, the daughter of the said Nabob, Rupees one thousand (Rs. 1,000).

According to the foregoing rule.

Ameen-ood-Dowla Behauder, son of the Nabob, Rupees two thousand (Rs. 2,000).

Ditto ditto ditto.

*Done at Lucknow, the* 1*st Mohurrum*, 1241 *Hegira, corresponding with the* 17*th August* 1825.

(Signed) MORDANT RICKETTS, *Resident.*
„ AMHERST.
„ J. H. HARRINGTON.
„ W. B. BAYLEY.

Ratified by the Right Honorable the Governor-General in Council, at Fort William in Bengal, the Thirtieth day of September, One Thousand Eight Hundred and Twenty-Five, A. D.

(Signed) GEO. SWINTON,
*Secretary to Government.*

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## No. XLI.

TREATY containing eight ARTICLES with HIS MAJESTY the KING OF OUDE, and the Government of the HONORABLE THE EAST INDIA COMPANY, through M. RICKETTS, ESQUIRE, Resident at Lucknow, in respect to a sum His Majesty has advanced in loan.

### ARTICLE 1.

His Majesty the King of Oude has paid, and the Governor-General in Council on the part of the East India Company has received, in loan, the sum of Lucknow Sicca Rupees sixty-two lakhs and forty thousand.

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ARTICLE 2.

On the said principal sum, interest at the rate of 5 per cent. per annum, in quarterly payments, according to the English months, shall be paid from the treasury of the Resident.

ARTICLE 3.

The total of the yearly interest is three hundred and twelve thousand Rupees. This shall be paid in pension in four equal instalments, and in the proportions specified, to the following persons, during life, on their receipts under seal:

| | Per men. | Per annum. |
|---|---|---|
| Nabob Mulky Zemana ... ... ... ... | 10,000 | 1,20,000 |
| „ Tauj Muhl .. ... ... ... ... | 6 000 | 72,000 |
| „ Mookhuddaree Aolia ... ... ... | 6,000 | 72,000 |
| „ Sultan Aulia, sister of the Prince | 4,000 | 48,000 |
| | 26,000 | 3,12,000 |

ARTICLE 4.

When any of the above pensioners may die, leaving an heir or heirs, at its election the English Government may continue, as before, the pension to the heirs of the deceased, or make over to them the principal sum proportionate to the pension in question, according to the rate before mentioned.

ARTICLE 5.

Should any of the said pensioners, or succeeding her, her issue, die before His Majesty without heirs, in that case the lapsed pension will revert to His Majesty.

ARTICLE 6.

Should any of the said pensioners above-named reside in the territory of the English Company, the Resident at Lucknow shall remit to her there her established pension.

ARTICLE 7.

The said pensioners, and after them their issue, who, on their decease, may first succeed to their respective pensions, shall always

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experience the special favor and kindness of the British Government, and it will be the duty of the Resident for the time being, to treat them uniformly with respect and attention, and exert his good offices on all occasions in their behalf.

ARTICLE 8.

The Resident will apply to the Right Honorable the Governor-General in Council for a document to the effect of the foregoing, under his seal and signature, and deliver the same when received to His Majesty.

*Given on the* 1*st March* 1829, *corresponding with the* 24*th Shaban,* 1244 *Hegira.*

(Signed) M. RICKETTS, *Resident.*
„ W. C. BENTINCK.
„ W. B. BAYLEY.
„ C. T. METCALFE.

Governor-General's square seal.

Ratified by the Right Honorable the Governor-General in Council, at Fort William in Bengal, the Eighth day of May, One Thousand Eight Hundred and Twenty-Nine.

(Signed) A. STERLING,
*Secretary to Government.*

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## No. XLII.

DEED of AGREEMENT between the KING OF OUDE and the BRITISH GOVERNMENT, concerning the deposit of three lakhs (3,00,000) of Rupees, the interest to be given in perpetuity to the poor of Lucknow.

*First.*—Seeing that deeds of charity and mercy are by the King of Kings, the Great Creator of all things, commanded to be done of all men: and that particularly from Kings and Governors, who are distinguished among men and entrusted by Providence with wealth

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and riches, and with ample means whereby to provide for the protection, necessities and comforts of God's people, does an all-seeing Providence look for deeds of benevolence and charity; and, further, seeing that the vanities of life are fading, and perish in the using and leave no trace behind, and it is not only becoming and proper, but gratifying to the best feelings of the mind to leave a memorial behind agreeably to the saying, that it is better for a "man to leave a name behind him than a Golden Palace:" His Majesty the King of Oude, Aboon Nuseer, Kootboodeen Solyman Jale Sultani Audil Nowshere-wan Zaman, remembering the commands of the King of Kings to feed the hungry, to clothe the naked, and to comfort the afflicted, does, of the treasures which Providence has bestowed on him, most freely and with unfeigned pleasure determine to endow a charity, which shall relieve the poor of his capital, the City of Lucknow, now and through future generations, and remain a remembrance of his name and of his reign in after ages.

*Second.*—To this end, the King of Oude hereby places in the Residency treasury the sum of three lakhs (3,00,000) of Rupees, to be lodged in the four per cent. loan of the British Government, the interest of which, being 12,000 Rupees per annum, is to be paid at the rate of one thousand (1,000) Rupees a month to the poor in perpetuity.

*Third.*—It shall not be optional with the future Rulers of Oude, or with any power whatever, to resume this money or to appropriate it to any other purpose; on the contrary, it is placed under the guarantee of the British Government, for the express end that it may for ever remain to be distributed to the poor, in the name of His present Majesty, and its denomination shall be the charity of "Nuseer-ood-Deen Hyder, King of Oude."

*Fourth.*—The King of Oude reposing great confidence upon the stability and good faith of the British Government, entirely entrusts the charity to the management and discretion of the Right Honorable Lord William Cavendish Bentinck, G.C.B., Governor-General, and to all future Governors-General of British India, under whatsoever denomination they may rule, and requests that they may be pleased to authorise their Residents or representatives at this Court to distribute the interest to real objects of charity, such as the lame, the maimed, the blind, the helpless aged, the lepers, and those who are destitute;

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this will be an act acceptable to God and praised of men. To the watchful care of Providence, therefore, and to the known honor and good faith of the British Government is this charity committed, in the hope that through the same kind Providence, in all future generations, so long as this world lasts, the money may be devoted solely and entirely to the support of God's poor.

*Fifth.*—The Right Honorable Lord William Cavendish Bentinck, G.C.B., &c., Governor-General of British India, hereby, on the part of the British Government, entirely approving of His Majesty's charitable intentions, guarantees that the interest of the sum of three lakhs (3,00,000) of Rupees, at four (4) per cent., amounting monthly to one thousand (1,000) Rupees, shall, from the 1st of May 1833, be paid in perpetuity to the poor of Lucknow, in accordance with the benevolent intentions set forth by the King of Oude in the foregoing Articles.

*Done this Twelfth day of December, Eighteen Hundred and Thirty-Three* (1833), *at Fort William in Bengal.*

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## No. XLIII.

TREATY between the HONORABLE EAST INDIA COMPANY and HIS MAJESTY ABOOL FUTTEH MOEEN-OOD-DEEN NOWSHEREWAN-I-AUDIL SULTANI ZAMAN MAHUMMUD ALLI SHAH, King of Oude.

*Whereas by the subsisting alliance between the Honorable the East India Company and the Oude States, the British Government is bound to defend the Oude Territories against foreign and domestic enemies, the Sovereign of Oude engaging to retain in his service only a small specified number of troops; and whereas, while the British Government has faithfully and scrupulously performed the obligations so imposed on it, the engagement on the part of the Oude State has been habitually infringed, there being now in the employment of His Majesty the King of Oude a large and expensive military force; and whereas experience has shown that the execution of all the provisions of the Treaty of* 1801 *is attended with serious difficulty, and it is desirable and proper that a*

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*modified arrangement, consistent with the principles of that Treaty, and conducing to the prosperity and advantage of both States, should be introduced; and whereas the restrictions as to the amount of military force to be employed by His Majesty the King of Oude may, with propriety, be relaxed, on condition that an adequate portion of the increased force shall be placed under British discipline and control, so as at once to promote the general interests of the Indian Empire, and in particular the dignity and safety of the King, providing at a reduced cost for the efficiency of his national military establishment: and whereas Article 6th of the Treaty of* 1801 *requires that the Sovereign of Oude always advising with, and acting in conformity to, the counsel of the Officers of the Honorable Company, shall establish in his reserved dominions such a system of administration (to be carried into effect by his own officers) as shall be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants, but provides no remedy for the neglect of that solemn and paramount obligation; and whereas the infraction of this essential engagement of the Treaty, and inattention to the first duty of a Sovereign on the part of several successive Rulers of Oude, have been continued and notorious, and have ever exposed the British Government to the reproach of imperfectly fulfilling its obligations towards the Oude people, and it is therefore just and proper that the defect alluded to in Article 6th of the Treaty aforesaid should be rectified; the following provisions have accordingly been arranged and concluded on the one part by Lieutenant-Colonel John Low, Resident at the Court of Lucknow, in the name and on behalf of the Right Honorable Lord Auckland, Governor-General of India in Council, and on the other, by Abool Futteh Moeen-Ood-Deen Sultani Zaman Nowsherewan-i-Audil, Mohummud Alli Shah, King of Oude, for himself and his heirs; and this Agreement is to hold good from generation to generation, to the end of time.*

*Article* 1.

*Article third (3rd) of the Treaty, dated the tenth of November, one thousand eight hundred and one, is hereby cancelled, and His Majesty the King of Oude may employ such a military establishment as he may deem necessary for the government of his dominions. His Majesty*

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*engages, however, to make a suitable reduction of his establishment, when it may appear to the British Government, from its pressure on the finances of the country or other causes, to be obviously excessive.*

*Article* 2.

*The Honorable East India Company engages, as before, to defend the Oude State against all foreign and domestic enemies; but it will be proper and advisable that His Majesty the King of Oude shall organize, as a part of his augmented military establishment, a disciplined force for the general support of his authority within his dominions.*

*Article* 3.

*The King of Oude agrees that the portion of his troops, to be organized as stipulated in the preceding Article, shall consist of not less than two regiments of cavalry, five of infantry, and two companies of golundauze, for whose regular payment a suitable arrangement will be made.*

*Article* 4.

*The Government of Oude will fix the sum of sixteen* (16) *lakhs of Rupees per annum for the expenses of the force, stipulated to be maintained in the third* (3rd) *Article of this Treaty, including their pay, arms, equipments, and public buildings of the cantonments, &c., and as this force is so to be organized, as to ensure its efficiency for all descriptions of service, it will be open to future decision whether it may be advisable (with the consent of both governments) to have a small party of horse artillery, instead of a few of the horsemen, and a small body of pioneers, instead of a few infantry sepoys; but it is a settled compact between the two States that the expenditure on account of this new force, whatever may be its organization, shall not exceed sixteen* (16) *lakhs of Rupees, including every description of expense connected with it. And also, in consequence of this year being one of great scarcity, and the expenditure of the Oude government being very great, owing to its having to pay up a large amount of arrears due to troops and establishments, greater than usual, it is on these accounts hereby settled that for a period of eighteen* (18) *months, reckoning from the first of September, one thousand eight hundred and thirty-seven, the organization of*

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*the new force shall not be commenced; and accordingly that no demands shall be made upon the Oude Government for money to pay the above-mentioned troops until the first of March, eighteen hundred and thirty-nine.*

*Article* 5.

*The British Government hereby engages to supply, and the King of Oude to take into his service, an adequate number of British Officers, to be constantly employed with such force for the purpose of maintaining its due discipline and securing is permanent efficiency.*

*Article* 6.

*This auxiliary force will ordinarily be fixed at such stations within the Oude territory as may, with the consent of both governments, from time to time, to both seem most convenient, and will be employed on all occasions on which its services may be deemed necessary by the King of Oude, with the concurrence of the British Resident; but it is to be clearly understood that such force is not to be employed in the ordinary collections of revenue.*

*Article* 7.

*In modification of Article 6th of the Treaty above referred to, it is hereby provided that the King of Oude will take into his immediate and earnest consideration, in concert with the British Resident, the best means of remedying the existing defects in the Police, and in the Judicial and Revenue Administrations of his dominions, and that if His Majesty should neglect to attend to the advice and counsel of the British Government or its local representative, and if (which God forbid) gross and systematic oppression, anarchy and misrule should hereafter at any time prevail within the Oude dominions, such as seriously to endanger the public tranquillity, the British Government reserves to itself the right of appointing its own officers to the management of whatsoever portions of the Oude territory, either to a small or to a great extent, in which such misrule as that above alluded to may have occurred, for so long a period as it may deem necessary, the surplus receipts in such case, after defraying all charges, to be paid into the King's treasury, and a true and faithful account rendered to His Majesty of the receipts and expenditure of the territories so assumed.*

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*Article* 8.

*And it is hereby further agreed that in case the Governor-General of India in Council should be compelled to resort to the exercise of the authority vested in him by Article 7th of this Treaty, he will endeavor, as far as possible, to maintain (with such improvements as they may admit of) the native institutions and forms of administration within the assumed territories, so as to facilitate the restoration of those territories to the Sovereign of Oude when the proper period for such restoration shall arrive.*

*Article* 9.

*All the other provisions and conditions of former Treaties between the British Government and the Oude State, which are not affected by the above convention, are to remain in full force and effect.*

*The above Treaty, consisting of nine Articles, is executed at Lucknow, this Eleventh day of September, in the year of Our Lord One Thousand Eight Hundred and Thirty-Seven, corresponding with the Tenth day of Jamadossanee, Twelve Hundred and Fifty-Three Hegira.*

(Signed) AUCKLAND.
„ A. ROSS.
„ W. MORISON.
„ H. SHAKESPEAR.

Square Persian Seal of the Governor-General.

*Ratified by the Governor-General of India in Council, at Fort William in Bengal, this Eighteenth day of September, One Thousand Eight Hundred and Thirty-Seven.*

(Signed) W. H. MACNAGHTEN,
*Secretary to the Government of India.*

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## No. XLIV.

DUPLICATE DEED of ENGAGEMENT, containing Eight Articles, with HIS MAJESTY ABOOL FUTTEH, MOEENOODDEEN, SOOLTAN OOZZAMAUN NOWSHEIRWANI AUDIL MOHUMMUD ALEE SHAH, King of Oude, and the GOVERNMENT of the HONORABLE EAST INDIA COMPANY, through LIEUT.-COLONEL JOHN LOW, Political Resident at Lucknow, in respect to a sum of money which His Majesty has given in loan in perpetuity.

### ARTICLE 1ST.

His Majesty the King of Oude has paid, and the Right Honorable the Governor-General of India, on the part of the East India Company has received, in perpetuity, the sum of Lucknow Sicca Rupees seventeen lakhs (17,00,000).

### ARTICLE 2ND.

On the said principal sum, interest at the rate of four (4) per cent. per annum, in quarterly payments, according to the English months, shall be paid from the treasury of the Resident at Lucknow.

### ARTICLE 3RD.

The total of the yearly interest is sixty-eight thousand (68,000) Lucknow Rupees. This shall be paid in pension in four equal instalments, and in the proportions specified to the following persons, and to their heirs, in perpetuity, on their receipts, under their seals.

*Seven Ladies of the Royal Palace.*

| | | | |
|---|---|---|---|
| Mulkae Jehan Fukhroozzaman Nowab Hameeda Sultan Begum, | per month 400, per annum | ... | 4,800 |
| Nowab Huzoor Khanum, | per month 100, per annum | ... | 1,200 |
| Nowab Ameer Khanum, | per month 100, per annum | ... | 1,200 |
| Nowab Oomrao Khanum, | per month 100, per annum | ... | 1,200 |
| Nowab Wuzeer Khanum, | per month 100, per annum | ... | 1,200 |
| Nowab Nourozee Khanum, | per month 100, per annum | ... | 1,200 |
| Nowab Padshah Khanum, | per month 100, per annum | ... | 1,200 |
| | Carried over | ... | 12,000 |

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*Eight Princes and their Muhuls.*

| | |
|---|---|
| Brought forward ... | 12,000 |
| Mirza Khoorrum Bukht, 300; Nowab Oomrao Buhoo, 100; per month 400, per annum ... ... ... ... ... | 4,800 |
| Mirza Azeemooshan, 300; Nowab Amar Buhoo, 100; per month 400, per annum ... ... ... ... ... | 4,800 |
| Mirza Rufeeooshan, per month 300, per annum ... | 3,600 |
| Mirza Furkhoonda Bukht, per month 300, per annum ... | 3,600 |
| Mirza Hoomayoon Bukht, per month 300, per annum ... | 3,600 |
| Nowab Wuzeer Buhoo, per month 100, per annum ... | 1,200 |

*Seven Princesses.*

| | |
|---|---|
| Nowab Sooltan Auleea Begum, per month 400, per annum... | 4,800 |
| Nowab Sooltan Roushan Ara Begum, per month 400, per annum ... ... ... ... ... ... ... | 4,800 |
| Nowab Zeenutoonnissa Begum, per month 300, per annum... | 3,600 |
| Nowab Gowher Ara Begum, per month 300, per annum... | 3,600 |
| Nowab Sooltan Begum, per month 300, per annum... | 3,600 |
| Nowab Fukhuroonnissa Begum, per month 300, per annum... | 3,600 |
| Nowab Zeeboonnissa Begum, per month 300, per annum... | 3,600 |

*Eight Miscellaneous Persons.*

| | |
|---|---|
| Nowbatee Khanum, per month 40, per annum ... ... | 480 |
| Nowbahur, per month 40, per annum ... ... | 480 |
| Hameedu Khanum, per month 40, per annum ... ... | 480 |
| Pearee Khanum, per month 40, per annum ... ... | 480 |
| Wafatee Khanum, per month 40, per annum ... ... | 480 |
| Goolchera, per month 33, per annum ... ... | 396 |
| Shurufooddowlah Mohummud Ibrahim Khan, per month 111, per annum ... ... ... ... ... ... ... | 1,332 |
| Azeemoollah Khan, per month 222-10-8, per annum ... | 2,670 |
| Total, Rupees per month, 5,666-10-8; per annum | 68,000 |

ARTICLE 4TH.

When any of the above pensioners may die without issue, his or her pension shall revert to the King of Oude.

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ARTICLE 5TH.

Should any of the said pensioners or his or her heirs reside in the territory of the British Government, the Resident at Lucknow shall remit to him or her the established pension.

ARTICLE 6TH.

The said pensioners and after them their issue, who, on their decease, may succeed to their respective pensions, shall always experience the special favor and kindness of the British Government, and it will be the duty of the Resident, for the time being, to treat them uniformly with respect and attention, and exert his good offices on all occasions in their behalf.

ARTICLE 7TH.

As Shuruf-ood-dowlah Moozuffer-ool-Moolk, Mohommud Ibrahim Khan Buhadoor Moostukeem Jung, and Azeemoollah Khan Buhadoor are the old and faithful servants of the King of Oude, His Majesty, being persuaded that their agency will contribute to the efficient performance of these provisions, and will effectually prevent mismanagement, has appointed Shuruf-ood-dowlah to the situation of Vakeel for the purpose of communicating the representations of all the pensioners, and receiving their pensions from the Residency Treasury, and has assigned to Azeemoollah Khan the duty of distributing the said pensions to the pensioners. The pensions of the several persons mentioned in this document, shall therefore be paid to Shuruf-ood-dowlah, from the Residency Treasury; and it shall be the duty of all the pensioners to make their representations and receive their pensions through those two individuals.

ARTICLE 8TH.

The Resident will apply to the Right Honorable the Governor-General of India for a document to the effect of the foregoing under his seal and signature, and deliver the same, when received, to His Majesty.

*Given at Lucknow, this Twenty-Second day of November, in the year of Our Lord One Thousand Eight Hundred and Thirty-Eight, corresponding with the third of Rumzan, One Thousand Two Hundred and Fifty-Four Hijira.*

(Signed) J. Low, *Lieut.-Colonel,*
*Political Resident at Lucknow.*

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## No. XLV.

DEED of TRUST on the part of HIS MAJESTY ABOOL FUTTEH MOOEENOODDEEN SOOLTAN OOZZAMAN NOWSHEREWANI AUDIL MOHUMMED ALLI SHAH, King of Oude, to the OFFICERS of the HONORABLE COMPANY'S GOVERNMENT, to the following effect:—

### ARTICLE 1ST.

The sum of twelve lakhs (12,00,000) of Lucknow Sicca Rupees, at the rate of four (4) per cent. per annum, has been deposited by us in perpetuity in the Honorable Company's Treasury at the Residency of Lucknow, and the interest amounting to forty-eight thousand (48,000) Lucknow Sicca Rupees per annum has been bestowed as a gift upon the persons herein mentioned, and for the expenses of Hossainabad Moobaruk, &c. We have nominated and appointed Ruffeek-ood-Dowlah Syud Imam Alli Khan Bahadoor, and Azeemoollah Khan Bahadoor, our old and confidential servants, and after them their descendants, generation after generation, to the situation of Daroghas or Superintendents of the Mosque, and Shurf-ood-Dowlah Moozuffur-ool-Moolk Mahomed Ibrahim Khan Bahadoor Moostaqueem Jung and his descendants after him, to the duties of vakeel [mootwussit] of the pensioners only, to the exclusion of all interference with Hossainabad Moobaruk and the new road and their dependencies.

It is incumbent on the officers of the Honorable Company's Government to pay in perpetuity from the Residency Treasury to Ruffeek-ood-Dowlah Bahadoor and Azeemoollah Khan Bahadoor and to their descendants, generation after generation, [independent of Shurf-ood-Dowlah,] the money for the expenses of Hossainabad Moobaruk, &c., from the aforesaid interest, according to the following detail in quarterly payments, or in four equal instalments, agreeably to English months. The stipends of the pensioners to be paid through Shurf-ood-Dowlah; the pensioners are to give receipts in duplicate under their seals. Receipts for the expenses of Hossainabad Moobaruk and the repairs of the new road are to be taken under the seals of the aforesaid Ruffeek-ood-Dowlah Syud Imam Alli Khan Bahadoor and Azeemoollah Khan Bahadoor and their descendants. Let the

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representations of Rufeek-ood-Dowlah Syud Imam Alli Khan Bahadoor and Azeemoollah Khan Bahadoor, regarding Hossainabad Moobaruk and the new road, without, and those respecting the pensioners, with the intervention of Shurf-ood-Dowlah Bahadoor, be complied with. It is proper and necessary that the pensioners should act agreeably to the suggestions of the superintendents and the vakeel, considering such a proceeding beneficial to their interests, and should any of the pensioners enumerated in this Deed or their heirs go and reside within the territories of the Honorable Company, the Resident for the time being shall cause their pensions to be remitted to their place of residence.

| | Per Mensem. | Per Annum. | |
|---|---|---|---|
| *To the seven Sons-in-law as follows :—* | | | |
| To Nowab Mohseen-ood-Dowlah Muntiz-ool-Moolk Muhsen Allee Khan Bahadoor Ghazuffur Jung ... | 100 0 0 | 1,200 0 0 | |
| To Nowab Mooneer-ood-Dowlah Mukhtar-ool-Moolk Abool Hussun Khan Bahadoor Dilawur Jung ... | 100 0 0 | 1,200 0 0 | |
| To Nowab Iktidar-ood-Dowlah Mohtushim-ool-Moolk Mehdee Allee Khan Bahadoor Teighum Jung ... | 50 0 0 | 600 0 0 | |
| To Nowab Mooazzim-ood-Dowlah Roostum-ool-Moolk Bakur Allee Khan Bahadoor Mahabut Jung ... | 50 0 0 | 600 0 0 | |
| To Nowab Moojahed-ood-Dowlah Syful Moolk Zein-ool Abdeen Khan Bahadoor Juladut Jung ... | 50 0 0 | 600 0 0 | |
| To Nowab Ghazuffur-ood-Dowlah Muneer-ool-Moolk Sultan Merza Khan Bahadoor Salabut Jung ... | 50 0 0 | 600 0 0 | |
| To Nowab Jemar-ood-Dowlah Zyghum-ool-Moolk Hadee Allee Khan Bahadoor Kaem Jung ... | 50 0 0 | 600 0 0 | |
| | | | 5,400 0 0 |
| To Moomtaz-ood-Dowlah Muddubir-ool-Moolk Mirza Hossain Allee Khan Bahadoor Tahower Jung, grand-son (son's son) of His Majesty ... | 50 0 0 | 600 0 0 | |
| | | | 600 0 0 |
| *To the three Daughters-in-law :—* | | | |
| Mulkae Duhr Nowab Khakan Bahoo ... ... | 100 0 0 | 1,200 0 0 | |
| Mulkae Asar Nowab Kysur Bahoo ... ... | 50 0 0 | 600 0 0 | |
| Mulkae Aulum Nowab Khoosroo Bahoo ... | 50 0 0 | 600 0 0 | |
| | | | 2,400 0 0 |
| *To three Ladies of the Muhul :—* | | | |
| Nowab Oomda Khanum ... ... ... | 40 0 0 | 480 0 0 | |
| „ Mootee Khanum ... ... ... | 30 0 0 | 360 0 0 | |
| „ Muhboobun Khanum ... ... | 30 0 0 | 360 0 0 | |
| | | | 1,200 0 0 |
| Carried over ... | ... ... | ... ... | 9,600 0 0 |

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| | Per Mensem. | Per Annum. | |
|---|---|---|---|
| Brought forward ... | ... ... | ... ... | 9,600 0 0 |
| *To the under-mentioned individuals :—* | | | |
| Nowab Moonowur-ood-Dowlah Mookurrum-ool-Moolk Ahmed Allee Khan Bahadoor Zulfakar Jung ... | 300 0 0 | 3,600 0 0 | |
| Iftikar-oon-Nissa, wife of Nowab Moonowor-ood-Dowlah Ahmed Allee Khan Bahadoor ... ... | 200 0 0 | 2,400 0 0 | |
| Ruffeek-ood-Dowlah Syud Emam Allee Khan Bahadoor ... ... ... ... | 30 0 0 | 360 0 0 | |
| Zyghum-ood-Dowlah Mahomed Tuckee Allee Khan Bahadoor, son of Ruffeek-ood-Dowlah Syud Emam Allee Khan Bahadoor ... ... ... | 30 0 0 | 360 0 0 | |
| Attaoollah Khan Bahadoor ... ... ... | 40 0 0 | 480 0 0 | |
| | | | 7,200 0 0 |
| *For the expenses of Hossainabad Moobaruk, the Inn and the Tank, and their dependencies, as follows :—* | | | |
| For the expenses of Hossainabad Moobaruk and its Dependencies ... ... ... | 2,000 0 0 | 24,000 0 0 | |
| For the repairs of the new road ... ... | 500 0 0 | 6,000 0 0 | |
| | | | 30,000 0 0 |
| *Fizza African and Emauman, wives of Azeemoollah Khan Bahadoor, as follows :—* | | | |
| Fizza African ... ... ... ... | 50 0 0 | 600 0 0 | |
| Emauman ... ... ... ... | 50 0 0 | 600 0 0 | |
| | | | 1,200 0 0 |
| Rupees ... | ... ... | ... ... | 48,000 0 0 |

ARTICLE 2ND.

As the pensioners enumerated in this Deed are objects of our peculiar consideration and favor, it is necessary that the Resident for the time being, owing to the union and friendship subsisting between the two Governments, treat them with kindness, and, considering them deserving of the support of the British Government, always afford them his aid and assistance.

ARTICLE 3RD.

Should it happen that any of the pensioners or after them any of their heirs, die without issue, the pension of the deceased shall be paid by the Resident, for the time being, for the expenses of Hossainabad Moobaruk, &c., to the superintendent (mutawully of the mosque), namely, to Ruffeek-ood-Dowlah Bahadoor and Azeemoollah Khan Bahadoor, and to their descendants.

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ARTICLE 4TH.

As the whole of the income and disbursements of Hossainabad Moobaruk and the new road and their dependencies have been placed entirely at the disposal of Rufeek-ood-Dowlah Syud Emam Allee Khan Bahadoor and Azeemoollah Khan Bahadoor, without the participation of Shurf-ood-Dowlah Bahadoor, it is necessary that they should receive with honesty the sums set apart for Hossainabad Moobaruk and the other incomes of it and its dependencies, and expend them with all probity and economy, and carefully preserve the whole of the property in Hossainabad Moobaruk, so that to the utmost of their power it may not be lost or spoiled, and should no descendants of the mutawullies or superintendents of the mosque, or of the mutwussit or vakeel remain, let the Resident for the time being, with the concurrence of three-fourths of the pensioners, appoint one of the pensioners to the situation of the person dying without heir.

ARTICLE 5TH.

The undermentioned items of income are hereby remitted, and shall be devoted to the expenses of Hossainabad Moobaruk and its dependencies, and all the property in it is given by us as a gift. It shall not be optional with the Sovereigns of Oude, at any time, on any account whatsoever, to interfere in any way with it; and let the Resident for the time being, at the request of the mutawullies or superintendents in this particular matter, give his countenance and support, that this good work may continue in existence for ever.

The before-mentioned allowances shall be paid from the Honorable Company's Treasury for ever.

The rents of the shops attached to the Hossainabad Moobaruk.

The income from religious offerings.

*Dated 15th of the month of Rumzan,* 1255 *Higree, corresponding with the* 23*rd November* 1839.

(True translation)

(Signed) D. WILKIE,
*2nd Assistant.*

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## No. XLVI.

TRANSLATION of the DEED of TRUST executed by HIS MAJESTY ABOOL FUTTEH MOOEENOODDEEN SULTAN OOZZAMAN NOWSHEKWAN AUDIL MAHOMED ALI SHAH, King of Oude, in favor of the HONORABLE COMPANY, respecting the Hospital established at Lucknow, consisting of four Articles.

### ARTICLE 1ST.

The interest on two promissory notes, amounting to three lakhs forty thousand and eight hundred Calcutta Sicca Rupees, *viz.*, one for two lakhs and eighty-seven thousand, at an interest of 5 per cent. per annum by quarterly payments, and the other for fifty-three thousand and eight hundred Rupees, at the interest of 4 per cent. per annum, by half-yearly payments, which is lodged in the Honorable Company's Treasury, I give and bequeath for the expenditure of the Hospital established in the time of the late King, in the capital of Lucknow. It is requisite and very necessary that the officers of the above-mentioned Government should pay the said interest, amounting to Calcutta Sicca Rupees 16,500, or Lucknow Sicca Rupees 17,244-9-6, according to the above-mentioned periods of payments, from the Honorable Company's Treasury attached to the Residency of Lucknow, to Zuffur-ood-Dowlah Bahadoor, and after him to any person who may be appointed to the situation of Superintendent of the Hospital by this Government, and shall take a receipt under his seal.

### ARTICLE 2ND.

It is very necessary that the whole of the interest arising from the above-mentioned sum may now and hereafter be laid out in providing medicine and food for the sick poor. Those patients who may prefer native medicines will be treated by native physicians, who will be appointed by this Government; and those who may desire European medicine will be treated by Dr. Stevenson, and after him by any gentlemen who may be in the service of this Government.

### ARTICLE 3RD.

Although the Mutuwully (or Superintendent) of the Hospital and native physicians will be appointed by this Government, yet the entire amount arising from the interest of the above-mentioned sum

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is strictly to be applied only to the purposes of the Hospital, both now and hereafter; and that no disorder or abuse be allowed to creep in its good management, it is incumbent on the Resident for the time being, in the spirit of the friendship and unanimity existing between the two States, always to afford his aid and assistance in maintaining this good work for ever.

ARTICLE 4TH.

It is requisite for the Superintendent of the Hospital to furnish monthly and annual accounts respectively of receipts and disbursements, &c., to the Dewanee Dufter of my Government, together with the receipts and other vouchers and accounts, and to consider himself held responsible for the honesty of the servants attached to the Hospital.

*Dated* 20*th Zeckad,* 1255 *Hijree, corresponding with the* 26*th of January* 1840.

King's Seal.

(True translation)

(Signed) D. WILKIE,
*2nd Assistant Resident.*

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# NIPAL.

*From Reports by successive Residents.*

THE early intercourse of the British Government with Nipal was exclusively of a commercial nature. Our political relations with Katmandhoo date from the invasion of the Valley by the Goorkhas under Rajah Pirthee Narain. In 1767 the Newar Rajah of Katmandhoo, being hard pressed by the Goorkhas, applied for assistance to the British Government. Aid was granted, and Captain Kinloch was despatched with a small force in the middle of the rainy season. He was, however, compelled by the deadly climate of the Terai to retire. The Goorkha Chief, meeting but a feeble resistance, overran Nipal, and extinguished the Newar Dynasty, and was eventually recognized by the British Government as Rajah of Nipal.

Having conquered the Hill Country of Muckwanpore, the Goorkhas claimed the cultivated low lands on payment to the British Government of the same tribute as was paid by the Rajah of Muckwanpore. The claim was admitted. For thirty years the Goorkhas continued to present yearly a large sized elephant as tribute for these lands, but the tribute was eventually relinquished by Art. 7 of the Treaty of 1801.

After the failure of Kinloch's expedition there was little connection with Nipal till the administration of Lord Cornwallis, when negociations were opened by the Goorkhas through Mr. Duncan, then Resident at Benares, which resulted in the Commercial Treaty of March 1792 (No. XLVII). For several years previous to 1792 the Goorkhas had been extending their conquests in the direction of Thibet. They had advanced as far as Digarchi, the Llama of which place was spiritual father to the Emperor of China. Incensed by the plunder of the sacred temples of Digarchi, the Emperor of China despatched a mighty army to punish the Nipal Rajah. It was with a view to deter the Chinese from the invasion of Nipal that

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the Goorkha Chief formed the Commercial Treaty with the British, to whom he also applied for military aid.

Lord Cornwallis offered to negociate a peace between Nipal and China, but ere Major Kirkpatrick, who was deputed to Katmandhoo for this purpose, reached the Nipal Frontier, the Goorkhas had been compelled to conclude an ignominious Treaty with the Chinese General within a few miles of their Capital.

The ostensible object of Kirkpatrick's mission was now at an end. But as he had instructions to take measures to improve the commercial advantages secured by the Treaty, he advanced to Katmandhoo. The Goorkhas, however, evaded all his overtures, and showed a determination to avoid a closer alliance, and in March 1793 Major Kirkpatrick quitted Nipal.

From this time till the year 1800, our intercourse with Nipal was restricted to occasional friendly letters, and the presentation by Nipal of the tribute for Muckwanpore. In that year Run Bahadoor, the young Rajah of Nipal, who in 1795 had forcibly assumed the management of the State and murdered the Regent, his uncle, and who for five years had ruled with intolerable tyranny, was forced to abdicate in favor of his illegitimate infant son, Girvan Jodh Vikram Sah, leaving one of his Ranees as Regent. He retired to Benares, where Captain Knox was appointed to attend him as Political Agent. Run Bahadoor was received by the British Government with every mark of distinction, and was supplied with large sums of money to meet his exigencies. His presence within British Territories was deemed a favorable opportunity for the renewal of attempts to form a closer alliance with Nipal; and for the combined purposes of procuring a suitable settlement for the deposed Prince, and of improving our relations with Nipal, giving full effect to the Treaty of 1792, which had become a dead letter, and arranging for the apprehension and surrender of fugitive dacoits, who had long given trouble on the Frontier, Captain Knox was deputed to the Nipal Frontier to meet a deputation from Katmandhoo. These objects, as well as the establishment of a Residency at Katmandhoo, were provided for in the Treaty of October 1801 (No. XLVIII). Captain Knox was appointed the first Resident.

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Knox was well received by the Ranee Regent, and arrangements had just been concluded to give full effect to the Treaty, when Run Bahadoor's elder Ranee, who had accompanied him to Benares, suddenly returned to Katmandhoo, overthrew the Regency, and herself took charge of the young Rajah and the Government. It now became the policy of the Durbar to evade fulfilment of the engagements with the British Government, and their aversion to the continuance of the Resident became so marked, that in March 1803 Captain Knox withdrew from Nipal, and on 24th January 1804 Lord Wellesley formally dissolved the alliance with the Durbar.

As a consequence of the dissolution of the alliance, Run Bahadoor was allowed to return to Nipal, where he inaugurated his re-accession to power by the murder of the leader of the party who was opposed to his interests. He was himself soon after killed in a dispute with his brother, and Bhim Sen Thappa, a young and ambitious man, who had accompanied him in exile, obtained possession of the person of the young Rajah, the illegitimate son of Run Bahadoor, and being countenanced by Run Bahadoor's chief Ranee, assumed the direction of affairs.

After the dissolution of the alliance in 1804, until 1812, our transactions with Nipal consisted entirely of unavailing remonstrances against the most insolent aggressions on our Frontier throughout its entire length, and in fruitless attempts to induce the Goorkhas to aid our Officers in the suppression of dacoities and robberies along the Frontier. As early as 1804 the Nipalese had seized on the Pergunnahs of Bootwal and Sheoraj, which had been ceded to the British Government by the Vizier of Oudh, under pretext of their having belonged to the possessions of the Palpa Rajah, then subdued by Nipal. In 1808 the Goorkha Governor of the Morung seized on the entire zemindarry of Bheem Nugger, situated on the Frontier of Purneah; but this case was so flagrant that Government determined on resenting it in good earnest, and in the month of June 1809 a British detachment was sent to the Frontier, with orders to resume the zemindarry at the point of the bayonet. This decided measure was sufficient, and the Goorkhas, not being yet willing to measure swords with the English, evacuated the lands in 1810. In 1811 the Goorkhas

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again crossed our Frontier, and at nearly the same time took possession of some lands on the Bootwal and Betteah boundaries. This aggression was forcibly resisted by the people of the Betteah Frontier, and gave rise to the first border skirmish with the Nipalese.

Commissioners were appointed by the British and Nipalese Governments to enquire into and adjust all Frontier disputes. The investigation resulted in the establishment of the right of the British Government to the disputed districts, but the Nipalese evaded restitution. Lord Hastings thereupon threatened the forcible occupation of the lands if they were not evacuated by a given date. The prescribed time having expired without a reply from Nipal, the disputed districts were occupied in the middle of April 1814.

War was now inevitable, and it was formally declared on 1st November 1814. An arduous campaign, in which the Goorkhas fought most bravely and with much success, left us in possession of the hills west of the Kalee, and the Goorkhas disposed to treat for peace. Negociations were twice broken off by the Goorkhas refusing to comply with the demand for the cession of the Terai. A second campaign seemed inevitable, when Lord Hastings offered to pay yearly the estimated value of the Terai, and made some other concessions, which induced the Nipal Commissioners to sign the Treaty of Segowlee on 28th November, promising that the signature of the Rajah should be obtained on 12th December following.

The ratification of the Treaty, however, was withheld by the Durbar, who formally announced their intention of trying the result of a second campaign. Hostilities were therefore vigorously pushed by the British Government, and on 4th March 1816, the Nipalese Commissioners at last delivered to Sir David Ochterlony the Treaty of Segowlee (No. XLIX.), duly signed and executed. The hill lands east of the Nuchee, and part of the Terai between the Nuchee and Teesta ceded under this Treaty, were made over to Sikkim. On 8th December the 4th Article of the Treaty of Segowlee, by which we were bound to pay two lakhs a year as pensions to Nipalese Chiefs, was annulled (No. L.), in consideration of the restoration to Nipal of the Terai lands between the Raptee and the Koori. The Terai lands westward to the Kalee were made over to Oudh.

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The first Resident appointed under the Treaty of Segowlee was Mr. Gardner. He found Bheem Sen Thappa, the Minister, invested with complete control over the country. Under his influence the attitude assumed by the Durbar was suspicious and haughty. Maharajah Grivan Jodh Vikram Sah died in his 18th year, shortly after Mr. Gardner's arrival at Katmandhoo. His successor was then only two years old. The ministry of Bheem Sen was continued during the minority, and from that time till 1832 he enjoyed complete and uninterrupted power. During the whole of this period a martial policy prevailed in the Nipalese councils.

In 1832 signs of opposition to the uncontrolled power of Bheem Sen, whose family held almost every provincial command in the country, began to show themselves. The Pandey clan, the leaders of which had been massacred on Run Bahadoor's return to Nipal, again rose gradually into favor with the Maharajah, who was anxious to shake off the control of his Minister. The opposition increased every year. In 1837 the Rajah's youngest son died suddenly, and the report was spread that he had been poisoned at the instigation of Bheem Sen, or some of his party. Bheem Sen and his nephew, Mataber Singh, were seized, ironed, and thrown into prison, and their families were placed under close arrest; shortly after, however, Bheem Sen and his nephew were released. The former retired with honor into private life; Mataber Singh proceeded to the Punjab, where he found service under the Lahore Durbar.

Two years later the persecution of the Thappa family was revived to serve the purposes of Court intrigue. The old Minister was dragged from his retirement and hurried to prison, where, after being subjected to the most inhuman tortures, he committed suicide. His body was dismembered, exposed in the city, and left to be devoured by dogs and vultures.

During the latter years of Bheem Sen's ministry several unsuccessful attempts were made to improve our relations with Nipal. In 1833 negociations relative to the treatment of British subjects attached to the Residency failed, by the Durbar refusing to enter into any Treaty by which it should waive its rights to punish such offenders according to its own usages. In 1834 negociations for the revival of the

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Commercial Treaty of 1792 were closed, by the Durbar declining to recognize its validity, and proposing another very disadvantageous to British interests. In 1836 another endeavor of the British Government to improve the commercial relations with Nipal was frustrated by the unwillingness of the Durbar to make any suitable concessions with regard to the duties to be levied on British goods. Better success, however, attended the negociations for the capture and surrender of thugs and dacoits, and an Engagement (No. LI.) was concluded, securing mutual advantages in this respect.

After the overthrow of Bheem Sen Thappa the hostility to the British Government assumed a more open form, and every effort was made, by the reduction of public expenditure, to prepare for the anticipated outbreak of hostilities. So little was the hostility of the Nipalese concealed that it became necessary for the British Government to station a corps of observation on the Frontier. Intrigues had long been carried on by the Nipal Durbar with the States in British India. Emissaries were sent to Jodhpore, Gwalior, Hyderabad, Nagpore, Lahore, and the meditated marriage of the heir apparent formed a pretext for despatching numerous spies and messengers throughout Rewah and Rajpootana. Similar efforts were made in the direction of Sikkim, Bootan, and Ava, but the success which at first attended the British arms in Afghanistan necessitated a change in the policy of the Nipalese, and in 1839 an Engagement (No. LII.) was procured from the Durbar, promising the cessation of these intrigues.

These obligations were but nominally observed. Intrigues were carried on as before, only more covertly. In 1840 the Nipalese forcibly took possession of several villages in the Ramnuggur zemindarry, and only withdrew when hostilities were threatened. It again became necessary to station a corps of observation on the Frontier, which was not withdrawn till 1842, and after repeated assurances of good will on the part of the Maharajah and his Chiefs (No. LIII).

The extravagancies and cruelties of the Heir Apparent, who was countenanced and supported by the Maharajah, produced much discontent in the country. This, added to the intrigues of the only surviving Ranee, who was anxious for the succession of one of her own sons, led to endless family feuds. Mataber Sing, who was recalled

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from the Punjab in 1843, was made Prime Minister. In 1845 he was murdered at the instigation of one Guggun Sing, a great favorite of the Maharanee, who was immediately made her confidential adviser. The murder of this man, and the massacre of thirty-one of the most influential Chiefs in 1846, paved the way for the rise of Jung Bahadoor to the office of Prime Minister. Finding that Jung Bahadoor was not so subservient to her purposes as she expected, the Maharanee endeavored to compass his death, but failing, she was expelled with her two sons from the country, and took up her residence at Benares, where she still remains. She was accompanied to Benares by the Maharajah, who returned to Nipal the following year, only to abdicate in favor of the Heir Apparent, Soorundra Bikram Sah.

Of late years, and more particularly since Jung Bahadoor's visit to England in 1850, the bearing of the Nipal Durbar has been much more friendly. In 1852 negociations were resumed for the conclusion of a Treaty for the surrender of heinous offenders. The Treaty (No. LIV.) was concluded on 10th February 1855. Towards the latter end of 1854 a rupture broke out between the Nipalese and Thibetan Governments, which, however, in no way affected the relations of the British Government with Nipal. After short hostilities and protracted negociations a Treaty* was concluded, by which the

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* TREATY of PEACE, consisting of ten Articles, between the STATES of GOORKHA and of THIBET (BHOTE), settled and concluded by us, the Chief Sirdars, Bharadars, and Lamas of both Governments, whose signatures and seals are attached below. May God bear witness to it. We further agree that the Emperor of China is to be obeyed by both States as before, and that the two States are to treat each like brothers, for so long as their actions correspond with the spirit of this Treaty. May God not allow that State to prosper that may make war upon the other, unless the other's acts are contrary to this Treaty, in which case the State that declares war upon the other shall be exempt from all blame.

1. The Thibetan Government agrees to pay the sum of ten thousand Rupees annually as a tribute to the Goorkha Government.

2. The States of Goorkha and of Thibet have both borne allegiance to the Emperor of China up to the present time. The country of Thibet is merely the shrine or place of worship of the Lama, for which reason the Goorkha Government will in future give all the assistance that may be in its power to the Government of Thibet, if the troops of any other "Rajah" invade that country.

3. The Government of Thibet agrees to discontinue the collection of all the duties that have hitherto been levied upon subjects of the Goorkha State, merchants, and others trading with its country.

4. The Government of Thibet agrees to give up to the Goorkha Government all the Sikh prisoners now in captivity within its territories, and all the Goorkha Sepahees, and officers, and women, who were captured in the war, also all the guns that were taken; and the Goorkha Government agrees to give up to the Government of Thibet all the Sepahees, also the ryots of Kerong, Kooti, Joonga, Tagla Khar, and Chewur Goomba, and all the arms

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Thibetans bound themselves to pay an annual tribute of Rupees 10,000 to Nipal, to encourage trade between the two countries, and to receive a Nipalese representative at Lhassa.

With exception of a few months in 1856, Jung Bahadoor, who was created a Maharajah by the Maharajah of Nipal, and invested with the perpetual sovereignty of two provinces, and who has effected the marriage of a son and two daughters into the royal family of Nipal,

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and Yâks (chowrie cows) belonging to that country now in its possession, and on the final completion of this Treaty, it will restore Tagla Khar, Chewur Goomba, Kerong, Joonga, Kooti, and Dhakling, and will withdraw all its troops that may be on this side of the Bhyrub Lungoor range.

5. A Bharadar on the part of the Goorkha Government (not merely a Naikia*) will for the future reside at Lhassa.

* Or Naick, a person of inferior rank.

(Signed) G. R.

6. The Goorkha Durbar, with the free consent of the Government of Thibet, will establish a trading factory at Lhassa, for the sale of all kinds of merchandize, from jewellery, &c., &c., to articles of clothing and of food.

7. The Goorkha Bharadar residing at Lhassa will not interfere in the disputes of the subjects, merchants, traders, &c., &c., of the Government of Thibet, who may quarrel amongst themselves, neither will the Thibetan Government interfere in any disputes between subjects of the Nipal Government, Cashmerees, &c., &c., who may be residing within the jurisdiction of Lhassa, but whenever quarrels may occur between Goorkha and Thibetan subjects, the authorities of the two States will sit together and will jointly adjudicate them; and all Amdanee (by this term is meant income resulting from fines, confiscations, &c.) will, if paid by subjects of Thibet, be taken by that Government, and if paid by Goorkha subjects, Cashmerees, &c., will be appropriated by the Goorkha Sirkar.

8. Should any Goorkha subject commit a murder within the jurisdiction of that Government and take refuge in Thibet, he shall be surrendered by that country, and if any Thibetan subject who may have committed a murder there take refuge in the Goorkha country, he shall in like manner be given up to the Government of Thibet.

9. If the property of any Goorkha subjects and merchants be plundered by any subject of the Thibetan Government, the party who has stolen it shall be compelled by the Thibetan Authorities to restore it; should he not be able to do so at once, he shall be obliged by the Thibetan Bharadar to make some arrangement, and will be allowed a reasonable time to make it good. In like manner, if the property of any Thibetan subjects and merchants be plundered by any subjects of the Goorkha Government, the party who has stolen it shall be compelled by the Goorkha Authorities to restore it; should he not be able to do so at once, he shall be obliged by the Goorkha Government to make some arrangement, and will be allowed a reasonable time to make it good.

10. All subjects of Thibet who may have joined the Goorkha cause during the war, and all subjects of the Goorkha Sirkar who may have taken part with the Thibetan Sirkar, shall, after the completion of this Treaty, be respected both in person and in property, and shall not be injured by either Government.

*Dated Sumbut*, 1912 *Chaitr Buddee* 3*rd* (2*nd day*) *Sombar*.

Corresponding with the 24th of March 1856.

(True translation)

(Signed) G. RAMSAY,
*Resident.*

*N. B.*—In the above translation I have used the word Thibet for Bhote, which that Province is invariably designated in the Treaty.

(Signed) G. R.

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has continued to be Minister of Nipal. During the mutiny of 1857 and the subsequent campaigns he rendered assistance to the British Government in the re-occupation of Goruckpore, the re-capture of Lucknow, and the subsequent capture of the rebels who infested the Terai. In consideration of these services Maharajah Jung Bahadoor was created a Knight of the Grand Cross of the Bath, and under a Treaty (No. LV.) concluded on 1st November 1860, the tract of territory on the Oudh Frontier, which had been ceded to the British Government in 1816, was restored to Nipal.

It is impossible to form any correct estimate of the population of Nipal. The Nipalese usually estimate it at 5,200,000 or 5,600,000, but it is probably not more than 2,000,000. The City of Katmandhoo contains from 30,000 to 35,000 inhabitants. The area of the kingdom is about 54,000 square miles. Its revenue is unknown, but is supposed to be about 43 lakhs. The Goorkhas pay no tribute to the British Government. Every five years a mission is sent from Katmandhoo with presents to Pekin.

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## No. XLVII.

### Treaty of Commerce with Nepaul, 1st March 1792.

Treaty authenticated under the seal of Maha Rajah Run Behauder Shah Behauder Shumshere Jung; being according to the Treaty transmitted by Mr. Jonathan Duncan, the Resident at Benares, on the part of the Right Honourable Charles, Earl Cornwallis, K. G., Governor-General in Council, and empowered by the said authority to conclude a Treaty of Commerce with the said Maha Rajah, and to settle and fix the duties payable by the subjects of the respective States of the Honourable English Company and those of Nepaul, the said gentleman charging himself with whatever relates to the duties thus to be payable by the subjects of the Nepaul government to that of the Company; in like manner as hath the aforesaid Maha

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Rajah, with whatever regards the duties thus to be payable by the subjects of the Company's government to that of Nepaul; and the said Treaty having been delivered to me (the said Maha Rajah) by Mowlavy Abdool Kadir Khan, the aforesaid gentleman's vakeel, or agent; this counterpart thereof having been written by the Nepaul government, hath been committed to the said Khan, as hereunder detailed:—

ARTICLE 1.

Inasmuch as an attention to the general welfare, and to the ease and satisfaction of the merchants and traders, tends equally to the reputation of the administrators of both the governments of the Company and of Nepaul; it is therefore agreed and stipulated, that $2\frac{1}{2}$ per cent. shall reciprocally be taken, as duty, on the imports from both countries; such duties to be levied on the amount of the invoices of the goods which the merchants shall have along with them; and to deter the said traders from exhibiting false invoices, the seal of the custom houses of both countries shall be impressed on the back of the said invoices, and a copy thereof being kept, the original shall be restored to the merchants; and in cases where the merchant shall not have along with him his original invoice, the custom house officers shall, in such instance, lay the duty of $2\frac{1}{2}$ per cent. on a valuation according to the market price.

ARTICLE 2.

The opposite stations hereunder specified, within the Frontiers of each country, are fixed for the duties to be levied, at which place the traders are to pay the same; and after having once paid duties and receiving a rowannah thereon, no other or further duty shall be payable throughout each country or dominion respectively.

ARTICLE 3.

Whoever among the officers on either side shall exceed in his demands for, or exaction of duty, the rate here specified, shall be exemplarily punished by the government to which he belongs, so as effectually to deter others from like offences.

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ARTICLE 4.

In the case of theft or robberies happening on the goods of the merchants, the Foujedar, or officer of the place, shall, advising his superiors or government thereof speedily, cause the zemindars and proprietors of the spot to make good the value, which is in all cases, without fail, to be so made good to the merchants.

ARTICLE 5.

In cases where in either country any oppression or violence be committed on any merchant, the officers of the country wherein this may happen, shall, without delay, hear and inquire into the complaints of the persons thus aggrieved, and doing them justice, bring the offenders to punishment.

ARTICLE 6.

When the merchants of either country, having paid the established duty, shall have transported their goods into the dominions of one or the other State, if such goods be sold within such State, it is well; but if such goods not meeting with sale, and that the said merchants be desirous to transport their said goods to any other country beyond the limits of either of the respective States included in the Treaty, the subjects and officers of these latter shall not take thereon any other or further duty than the fixed one levied at the first entry; and are not to exact double duties, but are to allow such goods to depart in all safety without opposition.

ARTICLE 7.

This Treaty shall be of full force and validity in respect to the present and future rulers of both governments, and being considered on both sides as a Commercial Treaty and a basis of concord between the two States, is to be, at all times, observed and acted upon in times to come, for the public advantage and the increase of friendship.

On the 5th of Rejeb, 1206 of the Hegira, and 1199 of the Fussellee style, agreeing with the 1st of March 1792 of the Christian, and with the 22nd of Phagun, 1848 of the Sunbut Æra, two Treaties, to one tenor, were written for both the contracting parties, who have

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mutually engaged that from the third Bysack 1849 of the Sunbut Æra, the officers of both States shall, in pursuance of the strictest orders of both governments, immediately carry into effect and observe the stipulations aforesaid, and not wait for any further or new direction.

(True copy and translation)

(Signed) J. DUNCAN,
*Resident.*

*Revenue Department.*

(A true copy)

(Signed) G. H. BARLOW,
*Sub-Secretary.*

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## No. XLVIII.

TREATY with the RAJAH OF NEPAUL, 1801.

Whereas it is evident as the noonday sun to the enlightened understanding of exalted nobles and of powerful Chiefs and Rulers, that Almighty God has entrusted the protection and government of the universe to the authority of Princes, who make justice their principle, and that by the establishment of a friendly connection between them universal happiness and prosperity is secured, and that the more intimate the relation of amity and union the greater is the general tranquillity; in consideration of these circumstances, His Excellency the Most Noble the Governor-General, Marquis Wellesley, &c., &c., and the Maha Rajah have established a system of friendship between the respective Governments of the Company and the Rajah of Nepaul, and have agreed to the following Articles:—

### ARTICLE 1.

It is necessary and incumbent upon the principals and officers of the two Governments constantly to exert themselves to improve the

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friendship subsisting between the two States, and to be zealously and sincerely desirous of the prosperity and success of the Government and subjects of both.

ARTICLE 2.

The incendiary and turbulent representations of the disaffected, who are the disturbers of our mutual friendship, shall not be attended to without investigation and proof.

ARTICLE 3.

The principals and officers of both Governments will cordially consider the friends and enemies of either State to be the friends and enemies of the other; and this consideration must ever remain permanent and in force, from generation to generation.

ARTICLE 4.

If any one of the neighbouring powers of either State should commence any altercation or dispute, and design, without provocation, unjustly to possess himself of the territories of either country, and should entertain hostile intentions with the view of taking that country, the vakeels on the part of our respective Governments at either Court will fully report all particulars to the head of the State, who, according to the obligations of friendship subsisting between the two States, after having heard the said particulars, will give whatever answer and advice may be proper.

ARTICLE 5.

Whenever any dispute of boundary and territory between the two countries may arise, such dispute shall be decided, through our respective vakeels or our officers, according to the principles of justice and right; and a landmark shall be placed upon the said boundary, and which shall constantly remain, that the officers both now and hereafter may consider it as a guide, and not make any encroachment.

ARTICLE 6.

Such places as are upon the Frontiers of the dominions of the Nabob Vizier and of Nepaul, and respecting which any dispute may arise,

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such dispute shall be settled by the mediation of the vakeel on the part of the Company, in the presence of one from the Nepaul Government, and one from His Excellency the Vizier.

ARTICLE 7.

So many elephants, on account of Muckanacinpoor, are annually sent to the Company by the Rajah of Nepaul, and therefore the Governor-General, with a view of promoting the satisfaction of the Rajah of Nepaul, and in consideration of the improved friendly connection, and of this new Treaty, relinquishes and foregoes the tribute above-mentioned, and directs that the officers of the Company, both now and hereafter, from generation to generation, shall never, during the continuance of the engagement contracted by this Treaty, (so long as the conditions of this Treaty shall be in force,) exact the elephants from the Rajah.

ARTICLE 8.

If any of the dependants or inhabitants of either country should fly and take refuge in the other, and a requisition should be made for such persons on the part of the Nepaul Government by its constituted vakeel in attendance on the Governor-General, or on the part of the Company's Government by its representative residing at Nepaul, it is, in this case, mutually agreed that if such person should have fled after transgressing the laws of his Government, it is incumbent upon the principals of both Governments immediately to deliver him up to the vakeel at their respective courts, that he may be sent in perfect security to the Frontier of their respective territories.

ARTICLE 9.

The Maha Rajah of Nepaul agrees, that a pergunnnah, with all the lands attached to it, excepting privileged lands and those appropriated to religious purposes, and to jaghires, &c., which are specified separately in the account of collections, shall be given up to Samee Jeo for his expences, as a present. The conditions with respect to Samee Jeo are, that if he should remain at Benares, or at any other place within the Company's provinces, and should spontaneously farm his jaghire to the officers of Nepaul, in that event the amount

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of collections shall be punctually paid to him, agreeably to certain kists which may be hereafter settled; that he may appropriate the same to his necessary expences, and that he may continue in religious abstraction, according to his agreement, which he had engraved on brass, at the time of his abdication of the Roy, and of his resigning it in my favour. Again, in the event of his establishing his residence in his jaghire, and of his realizing the collections through his own officers, it is proper that he should not keep such a one and other disaffected persons in his service, and besides one hundred men and maid servants, &c., he must not entertain any persons as soldiers, with a view to the collection of the revenue of the pergunnah; and to the protection of his person he may take two hundred soldiers of the forces of the Nepaul Government, the allowances of whom shall be paid by the Rajah of Nepaul. He must be cautious, also, of commencing altercation, either by speech or writing; neither must he give protection to the rebellious and fugitives of the Nepaul country, nor must he commit plunder and devastation upon the subjects of Nepaul. In the event of such delinquency being proved, to the satisfaction of the two Governments, the aid and protection of the Company shall be withdrawn from him; and in that event, also, it shall be at the option of the Rajah of Nepaul, whether or not he will confiscate his jaghire.

The Maha Rajah also agrees, on his part, that if Samee Jeo should take up his residence within the Company's provinces, and should farm out his land to the officers of Nepaul, and that the kists should not be paid according to agreement, or that he should fix his residence on his jaghire, and any of the inhabitants of Nepaul should give him or the ryots of his pergunnah any molestation, a requisition shall be made by the Governor-General of the Company, on this subject, to the Rajah. The Governor-General is security for the Rajah's performance of this condition, and the Maha Rajah will immediately acquit himself of the requisition of the Governor-General, agreeably to what is above written. If any profits should arise in the collection of the said pergunnah, in consequence of the activity of the officers, or any defalcation occurs from their inattention, in either case, the Rajah of Nepaul will be totally unconcerned.

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ARTICLE 10.

With the view of carrying into effect the different objects contained in this Treaty, and of promoting other verbal negociation, the Governor-General and the Rajah of Nepaul, under the impulse of their will and pleasure, depute a confidential person to each other, as vakeel, that, remaining in attendance upon their respective governments, they may effect the objects above specified, and promote whatever may tend to the daily improvement of the friendship subsisting between the two States.

ARTICLE 11.

It is incumbent upon the principals and officers of the two States, that they should manifest the regard and respect to the vakeel of each other's government, which is due to their rank, and is prescribed by the laws of nations; and that they should endeavour, to the utmost of their power, to advance any object which they may propose, and to promote their ease, comfort, and satisfaction, by extending protection to them, which circumstances are calculated to improve the friendship subsisting between the two governments, and to illustrate the good name of both States throughout the universe.

ARTICLE 12.

It is incumbent upon the vakeels of both States, that they should hold no intercourse whatever with any of the subjects or inhabitants of the country, excepting with the officers of government, without the permission of those officers: neither should they carry on any correspondence with any of them; and if they should receive any letter or writing from any such people, they should not answer it, without the knowledge of the head of the State, and acquainting him of the particulars, which will dispel all apprehension or doubt between us, and manifest the sincerity of our friendship.

ARTICLE 13.

It is incumbent upon the principals and officers mutually to abide by the spirit of this Treaty, which is now drawn out according to their faith and religion, and deeming it in force from generation to generation that they should not deviate from it: and any person who

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may transgress against it, will be punished by Almighty God, both in this world, and in a future state.

(A true translation)

(Signed) C. RUSSELL,
*Assistant Persian Translator.*

Ratified by the Governor-General and Council, 30th October 1801, and by the Nepaul Durbar on the 28th October 1802.

SEPARATE ARTICLE of a TREATY with the RAJAH of NEPAUL, concluded at Dinapore, October 26th, 1801.

The Engagement contracted by Maha Rajah, &c., &c., with His Excellency the Most Noble the Governor-General, &c., &c., respecting the settlement of a provision for the maintenance of Purncahir Goonanund Swammee Jee, the illustrious father of the said Maha Rajah, is to the following effect :—

That an annual income, amounting to Patna Sicca Rupees eighty-two thousand, of which seventy-two thousand shall be paid in cash and ten thousand in elephants, half male and half female, to be valued at the rate of one hundred and twenty-five Rupees per cubit, shall be settled on the said Swammee Jee, commencing from the month of Aughun 1858, as an humble offering to assist in the maintenance of his household; and for the purpose of supplying the said income, that the Pergunnah of Beejapoor, with all the lands thereunto attached, (excepting rent-free lands, religious or charitable endowments, jaghires and such like as specified separately in the account of collections) be settled on the said Swammee Jee, under the following conditions: That, in the event of his residing at Benares or other place within the territories of the Honorable Company, and of his voluntarily committing the collections of the said jaghire to the servants of the Nepaul government, in such case seventy-two thousand Rupees in cash, and elephants to the value of ten thousand Rupees, shall be punctually remitted, year after year, by established kists, to the said Swammee Jee, without fail or delay, so that, appropriating the same to his necessary expences, he may devote himself to the worship of the Supreme Being in conformity to his own declaration, engraved

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NIPAL.
No. XLVIII.

on copper, at the time of his abdicating the Raje and of his bestowing it on the said Maha Rajah ; and further, in the event of his establishing his residence upon his jaghire and of his realizing the collections through his own officers, it is requisite that he should not keep in his service fomenters of sedition and disturbance, that he shall retain no more than one hundred male and female attendants, and that he shall not retain about his person soldiers of any description. That for the purpose of collecting the revenues of the aforesaid pergunnahs and for his personal protection, he may have from the Rajah of Nepaul as far as two hundred men of the troops of that country, and the allowances of such men shall be defrayed by the Maha Rajah himself. He must not attempt, either by speech or writing, to excite commotion nor harbour about his person rebels and fugitives from the territories of Nepaul, neither must he commit any depredations upon the subjects of that country. And in the event of such delinquency being established to the satisfaction of both parties, that the aid and protection of the Honorable Company shall be withdrawn from the said Swammee Jee, in which case it shall be at the option of the Maha Rajah to confiscate his jaghire. It is also agreed by the Maha Rajah that, provided Swammee Jee should fix his residence within the Honorable Company's territories, and should commit the collections of his jaghire to the officers of the Nepaul government, in that case, should the kists not be paid according to the conditions above specified, or in the event of his residing upon his jaghire, provided any of the subjects of Nepaul give him or ryots of his pergunnah any molestation, in either case, the Governor-General and the Honorable Company have a right to demand reparation from the Rajah of Nepaul. The Governor-General is guarantee that the Rajah of Nepaul performs this condition, and the Maha Rajah, on the requisition of the Governor-General, will instantly fulfil his engagements as above specified. In any augmentation of the collections from the judicious management of the officers of Swammee Jee, or in any diminution from a contrary cause, the Maha Rajah is to be equally unconcerned: the Maha Rajah engaging that, on delivering over the Pergunnah of Beejapoor to the officers of Swammee Jee, the amount of the annual revenue shall be Patna Sicca Rupees 72,000 ;

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that should it be less he will make good the deficiency, and in case of excess, that Swammee Jee be entitled thereto.

(A true translation)

(Signed) W. D. KNOX.

Ratified by the Governor-General and Council, on the 30th October 1801, and by the Nepaul Durbar, on the 28th October 1802.

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## No. XLIX.

TREATY of PEACE between the HONORABLE EAST INDIA COMPANY and MAHARAJAH BIKRAM SAH, Rajah of Nipal, settled between LIEUT.-COLONEL BRADSHAW on the part of the HONORABLE COMPANY, in virtue of the full powers vested in him by His Excellency the RIGHT HONORABLE FRANCIS, EARL of MOIRA, Knight of the Most Noble Order of the Garter, one of His Majesty's Most Honorable Privy Council, appointed by the Court of Directors of the said Honorable Company to direct and control all the affairs in the East Indies, and by SREE GOOROO GUJRAJ MISSER and CHUNDER SEEKUR OPEDEEA on the part of MAHARAJAH GIRMAUN JODE BIKRAM SAH BEHAUDER SHUMSHEER JUNG, in virtue of the powers to that effect vested in them by the said Rajah of Nipal.

Whereas war has arisen between the Honorable East India Company and the Rajah of Nipal, and whereas the parties are mutually disposed to restore the relations of peace and amity which, previously to the occurrence of the late differences, had long subsisted between the two States, the following terms of peace have been agreed upon :—

### ARTICLE 1ST.

There shall be perpetual peace and friendship between the Honorable East India Company and the Rajah of Nipal.

### ARTICLE 2ND.

The Rajah of Nipal renounces all claim to the lands which were the subject of discussion between the two States before the war; and acknowledges the right of the Honorable Company to the sovereignty of those lands.

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ARTICLE 3RD.

The Rajah of Nipal hereby cedes to the Honorable the East India Company in perpetuity all the undermentioned territories, *viz.*—

*First.*—The whole of the low lands between the Rivers Kali and Rapti.

*Secondly.*—The whole of the low lands (with the exception of Bootwul Khass) lying between the Rapti and the Gunduck.

*Thirdly.*—The whole of the low lands between the Gunduck and Coosah, in which the authority of the British Government has been introduced, or is in actual course of introduction.

*Fourthly.*—All the low lands between the Rivers Mitchee and the Teestah.

*Fifthly.*—All the territories within the hills eastward of the River Mitchee, including the fort and lands of Nagree and the Pass of Nagarcote, leading from Morung into the hills, together with the territory lying between that Pass and Nagree. The aforesaid territory shall be evacuated by the Goorkha troops within forty days from this date.

ARTICLE 4TH.

With a view to indemnify the Chiefs and Barahdars of the State of Nipal, whose interests will suffer by the alienation of the lands ceded by the foregoing Article, the British Government agrees to settle pensions to the aggregate amount of two lakhs of Rupees per annum on such Chiefs as may be selected by the Rajah of Nipal, and in the proportions which the Rajah may fix. As soon as the selection is made, Sunnuds shall be granted under the seal and signature of the Governor-General for the pensions respectively.

ARTICLE 5TH.

The Rajah of Nipal renounces for himself, his heirs, and successors, all claim to or connexion with the countries lying to the west of the River Kali, and engages never to have any concern with those countries or the inhabitants thereof.

ARTICLE 6TH.

The Rajah of Nipal engages never to molest or disturb the Rajah of Sikkim in the possession of his territories; but agrees, if any differences shall arise between the State of Nipal and the Rajah of

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Sikkim, or the subjects of either, that such differences shall be referred to the arbitration of the British Government, by whose award the Rajah of Nipal engages to abide.

ARTICLE 7TH.

The Rajah of Nipal hereby engages never to take or retain in his service any British subject, nor the subject of any European or American State, without the consent of the British Government.

ARTICLE 8TH.

In order to secure and improve the relations of amity and peace hereby established between the two States, it is agreed that accredited Ministers from each shall reside at the Court of the other.

ARTICLE 9TH.

This Treaty, consisting of nine Articles, shall be ratified by the Rajah of Nipal within fifteen days from this date, and the ratification shall be delivered to Lieut.-Colonel Bradshaw, who engages to obtain and deliver to the Rajah the ratification of the Governor-General within twenty days, or sooner, if practicable.

*Done at Segowlee, on the 2nd day of December* 1815.

Seal. PARIS BRADSHAW, *Lt.-Col., P. A.*

Seal.

Seal.

Received this Treaty from Chunder Seekur Opedeea, Agent on the part of the Rajah of Nipal, in the Valley of Muckwaunpoor, at half-past two o'clock P. M., on the 4th of March 1816, and delivered to him the Counterpart Treaty on behalf of the British Government.

(Signed) DD. OCHTERLONY,
*Agent, Governor-General.*

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NIPAL.
No. L.

## No. L.

MEMORANDUM for the approval and acceptance of the RAJAH OF NIPAL, presented on the 8th December 1816.

Adverting to the amity and confidence subsisting with the Rajah of Nipal, the British Gvernment proposes to suppress, as much as is possible, the execution of certain Articles in the Treaty of Segowlee, which bear hard upon the Rajah, as follows:—

2. With a view to gratify the Rajah in a point which he has much at heart, the British Government is willing to restore the Terai ceded to it by the Rajah in the Treaty, to wit, the whole Terai lands lying between the Rivers Coosa and Gunduk, such as appertained to the Rajah before the late disagreement; excepting the disputed lands in the Zillahs of Tirhoot and Sarun, and excepting such portions of territory as may occur on both sides for the purpose of settling a frontier, upon investigation by the respective Commissioners; and excepting such lands as may have been given in possession to any one by the British Government upon ascertainment of his rights subsequent to the cession of Terai to that Government. In case the Rajah is desirous of retaining the lands of such ascertained proprietors, they may be exchanged for others, and let it be clearly understood that, notwithstanding the considerable extent of the lands in the Zillah of Tirhoot, which have for a long time been a subject of dispute, the settlement made in the year 1812 of Christ, corresponding with the year 1869 of Bikramajeet, shall be taken, and everything else relinquished, that is to say, that the settlement and negociations, such as occurred at that period, shall in the present case hold good and be established.

3. The British Government is willing likewise to restore the Terai lying between the Rivers Gunduk and Rapti, that is to say, from the River Gunduk to the western limits of the Zillah of Goruckpore, together with Bootwul and Sheoraj, such as appertained to Nipal previous to the disagreements, complete, with the exception of the disputed places in the Terai, and such quantity of ground as may be considered mutually to be requisite for the new boundary.

4. As it is impossible to establish desirable limits between the two States without survey, it will be expedient that Commissioners be

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appointed on both sides for the purpose of arranging in concert a well defined boundary on the basis of the preceding terms, and of establishing a straight line of frontier, with a view to the distinct separation of the respective territories of the British Government to the south and of Nipal to the north; and in case any indentations occur to destroy the even tenor of the line, the Commissioners should effect an exchange of lands so interfering on principles of clear reciprocity.

5. And should it occur that the proprietors of lands situated on the mutual frontier, as it may be rectified, whether holding of the British Government or of the Rajah of Nipal, should be placed in the condition of subjects to both Governments, with a view to prevent continual dispute and discussion between the two Governments, the respective Commissioners should effect in mutual concurrence and co-operation the exchange of such lands, so as to render them subject to one dominion alone.

6. Whensoever the Terai shall be restored, the Rajah of Nipal will cease to require the sum of two lakhs of Rupees per annum, which the British Government agreed to advance for the maintenance of certain Barahdars of his Government.

7. Moreover, the Rajah of Nipal agrees to refrain from prosecuting any inhabitants of the Terai, after its revertance to his rule, on account of having favored the cause of the British Government during the war, and should any of those persons, excepting the cultivators of the soil, be desirous of quitting their estates, and of retiring within the Company's territories, he shall not be liable to hindrance.

8. In the event of the Rajah's approving the foregoing terms, the proposed arrangement for the survey and establishment of boundary marks shall be carried into execution, and after the determination in concert of the boundary line, Sunnuds conformable to the foregoing stipulations, drawn out and sealed by the two States, shall be delivered and accepted on both sides.

Seal.

(Signed) EDWARD GARDNER,
*Resident.*

(A true translation)

(Signed) G. WELLESLEY,
*Assistant.*

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NIPAL.
No. L.

SUBSTANCE of a LETTER under the Seal of the RAJAH OF NIPAL, received on the 11th December 1816.

After compliments;

I have comprehended the document under date the 8th of December 1816, or 4th of Poos 1873 Sumbut, which you transmitted relative to the restoration, with a view to my friendship and satisfaction, of the Terai between the Rivers Coosa and Rapti to the southern boundary complete, such as appertained to my estate previous to the war. It mentioned that, in the event of my accepting the terms contained in that document, the southern boundary of the Terai should be established as it was held by this Government. I have accordingly agreed to the terms laid down by you, and herewith enclose an instrument of agreement, which may be satisfactory to you. Moreover, it was written in the document transmitted by you, that it should be restored, with the exception of the disputed lands and such portion of land as should, in the opinion of the Commissioners on both sides, occur for the purpose of settling a boundary; and excepting the lands which, after the cessions of the Terai to the Honorable Company, may have been transferred by it to the ascertained proprietors. My friend, all these matters rest with you, and since it was also written that a view was had to my friendship and satisfaction with respect to certain Articles of the Treaty of Segowlee, which bore hard upon me, and which could be remitted, I am well assured that you have at heart the removal of whatever may tend to my distress, and that you will act in a manner corresponding to the advantage of this State and the increase of the friendly relations subsisting between the two Governments.

Moreover, I have to acknowledge the receipt of the orders under the red seal of this State, addressed to the officers of Terai between the Rivers Gunduk and Rapti, for the surrender of that Terai, and their retiring from thence, which was given to you at Thankote, according to your request, and which you have now returned for my satisfaction.

(A true translation)

(Signed) G. WELLESLEY,
*Assistant.*

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SUBSTANCE of a DOCUMENT under the Red Seal, received from the DURBAR on the 11th December 1816.

Doorga Bowanee.

With a regard to friendship and amity, the Government of Nipal agrees to the tenor of the document under date the 8th of December 1816 or 4th Poos 1873 Sumbut, which was received by the Durbar from the Honorable Edward Gardner on the part of the Honorable Company, respecting the revertance of the Terai between the Rivers Coosa and Rapti to the former southern boundary, such as appertained to Nipal previous to the war, with exception of the disputed lands.

*Dated the 7th of Poos* 1873 *Sumbut.*

(A true translation)

(Signed) G. WELLESLEY,
*Assistant.*

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## No. LI.

PAPER received from the DURBAR regarding the surrender of THUGS, on the 20th January 1837.

The following is the arrangement proposed in thuggee surrenders, and is translated *verbatim et literatim.*

When a thug approver or approvers make an allegation of murder by means of poison, or strangling, against an individual said to be residing in Nipal, and when the charge is accompanied by a description of the accused person, an enumeration of his family, brothers or other relations, and the name of his village given, or his habitation otherwise described; and when on investigation by the local officers of Nipal into the above, it appears that the accused has not been a permanent resident at the place, that his people and family are not forthcoming, that he has no ostensible means of livelihood, and that

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NIPAL.
No. LII.

his mode of living is nevertheless comfortable, or that it appears that he has been in the habit of residing for three or four months together at different places in the neighbourhood, and that without ostensible means of livelihood he is still enabled to exist; and when all or several of these circumstances correspond with the approver's statement, then will the Nipal Government make surrender of such individuals to the Magistrates of the British Government for trial and punishment. On the other hand (recapitulate the above details) it is expected that the Magistrates of the British Government will surrender such individuals to the Nipalese authorities of the Terai, for trial and punishment by the Nipal Government.

Further, when on investigation of the allegations of the approvers by the local officers of either Government, the charge is found not to correspond with the circumstances of the individuals, or to be otherwise untenable, it will by all means be necessary that in such cases surrender be withheld.

(Literal translation)

(Signed) A. CAMPBELL,
*Officiating Assistant.*

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## No. LII.

TRANSLATION of an ENGAGEMENT under the Red Seal, in the form of a letter, from MAHA RAJAH OF NIPAL to RESIDENT, dated 6th November 1839.

According to your (Resident's) request and for the purpose of perpetuating the friendship of the two States as well as to promote the effectual discharge of current business, the following items are fixed:—

1*st.* All secret intrigues whatever, by messengers or letters, shall totally cease.

2*nd.* The Nipal Government engages to have no further intercourse with the dependent allies of the Company beyond the Ganges,

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who are by Treaty precluded from such intercourse, except with the Resident's sanction and under his passports.

*3rd.* With the zemindars and baboos on this side of the Ganges, who are connected by marriage with the Royal family of Nipal, intercourse of letters and persons shall remain open to the Nipal Government as heretofore.

*4th.* It is agreed to as a rule for the guidance of both Sircars, that in judicial matters where civil causes arise there they shall be heard and decided; and the Nipal Government engages that for the future British subjects shall not be compelled to plead in the Courts of Nipal to civil actions, having exclusive reference to their dealings in the plains.

*5th.* The Nipal Government engages that British subjects shall hereafter be regarded as her own subjects in regard to access to the Courts of Law, and that the causes of the former shall be heard and decided without denial or delay, according to the usages of Nipal.

*5th.* The Nipal Government engages that an authentic statement of all the duties leviable in Nipal shall be delivered to the Resident, and that hereafter unauthorised imposts not entered in this list shall not be levied on British subjects.

(True translation)

(Signed) R. CHRISTIE,
*Officiating Assistant to Resident.*

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## No. 6.

*OFFICIAL STATEMENT of all the Custom and Transit Duties leviable on Imports and Exports from and to the Plains on the road viâ Hitounda and Bichiakoh and at the Capital, received by Resident from Durbar, 3rd October* 1839, *and dated same day.*

IMPORT DUTIES.

| Mode of levy. | Articles. | Kirana Bhansar. | Nirkhi Bhansar. | Kāpās Bhansar. | Sayer Bhansar. | Bhainsi Bhansar. | Total Amount. | |
|---|---|---|---|---|---|---|---|---|
| 1st Bukhwoun or per man's load ... ... | Shawl, Kinkhab, Banath, Silk, and Woollen Cloths, &c., at 32 dharnies a Buckoo ... ... | 1 2 6 | 0 0 0 | 0 8 0 | 2 4 9 | 0 0 0 | 3 15 3 | *N. B.*—A dharnie is equal to three seers kucha, and 32 dharnies make a man's load, on which duty is levied. Occasionally the load is 24 dharnies. |
| Ditto ... ... | Mussala, Mewah, Chundun, Indigo, Karara, &c., at 32 dharnies a Buckoo ... ... ... ... | 1 2 6 | 0 0 0 | 0 4 0 | 2 4 9 | 0 0 0 | 3 11 3 | The man's load is called Buckoo, and the duty Bukkoo-awon or Bukhwoun. |
| Ditto ... ... | Tash, Goochli, Purtolah, Sitara, Goukhuroo, Badla, Tiratar, Gotah, Kalabuttoo, Silk, Juwaher, &c., at 32 dharnies a Buckoo ... | 1 2 6 | 0 0 0 | 0 4 0 | 2 4 9 | 0 0 0 | 3 11 3 | |
| Ditto ... ... | Baja, Pictures, Hooka Snake, Looking-glass, Batta, Combs, Kanch Stone, Metals and Earths, &c., at 32 dharnies a Buckoo ... | 1 2 6 | 0 0 0 | 0 4 0 | 2 4 9 | 0 0 0 | 3 11 3 | |

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| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Ditto ... | Cotton with Seeds, at 32 dharnies a Buckoo ... ... ... | 0 6 0 | 0 2 0 | 2 2 0 | 0 12 0 | 0 0 0 | 3 6 0 | | | | | |
| Ditto ... | Cotton Thread, at 32 dharnies a Buckoo ... ... ... | 1 2 6 | 0 0 0 | 0 8 0 | 2 4 9 | 0 0 0 | 3 15 3 | | | | | |
| Ditto ... | Cotton, at 32 dharnies a Buckoo. | 1 2 6 | 0 6 0 | 6 8 0 | 2 4 9 | 0 0 0 | 10 5 3 | | | | | |
| Ditto ... | Soont, Ajooan, Soortee, Tobacco, Fish, Sidha, Goor, Sukkur, &c., at 24 dharnies a Buckoo ... | 0 8 0 | 0 4 0 | 0 4 0 | 0 12 0 | 0 0 0 | 1 12 0 | | | | | |
| Ditto ... | Ghee and Oil, &c., at 24 dharnies a Buckoo ... ... ... | 0 8 0 | 0 0 0 | 0 4 0 | 0 12 0 | 0 0 0 | 1 8 0 | | | | | |
| Ditto ... | Toree, Til, &c., at 24 dharnies a Buckoo ... ... ... | 0 1 0 | 0 0 0 | 0 0 6 | 0 3 6 | 0 0 0 | 0 5 0 | | | | | |
| Ditto ... | Goats, Khasi and Sheep, per each | 0 1 0 | 0 0 0 | 0 0 6 | 0 1 0 | 0 0 0 | 0 2 6 | | | | | |
| Ditto ... | Buffaloe, per pari ... ... ... | 1 2 0 | 0 6 0 | 0 8 0 | 1 11 0 | 2 8 0 | 6 3 0 | | | | | |
| Ditto ... | Sutsar, Ugnas Woods, per load in kind ... ... ... | per load 1 wood | 0 0 0 | 0 0 0 | per load 1 piece. | 0 0 0 | 0 0 0 | | | | | |
| Ditto ... | Myna, Soogn, and Pigeons, &c., in kind, 1 per 20 ... ... ... | In kind 1 per 20 | 0 0 0 | 0 0 0 | 0 0 0 | 0 0 0 | 1 in kind. | | | | | |
| Ditto ... | Ducks, in kind, 1 per 10 ... | In kind 1 per 10 | 0 0 0 | 0 0 0 | 0 0 0 | 0 0 0 | 1 in kind. | | | | | |
| Ditto ... | Urhur, Oorood, Chuna, Musoor, Khesaree, Moongh, and Dals, at 32 dharnies a Buckoo, in kind ... | In kind 4 Manas | 2 manas | 1 mana | 2 manas | 0 0 0 | In kind 9 manas. | | | | | |
| Ditto ... | Pawn, per bullock load ... ... | 2 8 0 | 0 0 0 | 0 0 0 | 12 dholee | 0 0 0 | 2 8 0 | and 12 dholee. | | | | |
| Ditto ... | Brass and other Metal pots, &c., at 32 dharnies a Buckoo ... | 1 2 6 | 0 0 0 | 0 4 0 | 2 4 9 | 0 0 0 | 3 11 3 | | | | | |
| Ditto ... | Bukree or she Goats, in kind ... | 0 0 0 | 0 0 0 | 0 0 0 | In kind 1 per 30 | 0 0 0 | 1 per 30 | | | | | |

IMPORT DUTIES.—*(Continued.)*

| Mode of levy. | Articles. | Kirana. Bhansar. | Nirkhi Bhansar. | Kāpās Bhansar. | Sayer Bhansar. | Bhainsi Bhansar. | Total Amount. |
|---|---|---|---|---|---|---|---|
| 2nd Saikri ... | Shawl, Kinkhab, Broad Cloth, Silk, and Woollen Cloths, &c. ... | 2 0 0 | 1 8 0 | 0 0 0 | 0 0 0 | 0 0 0 | 3 8 0 |
| Ditto ... ... | Mussala, Mewah, Chundun, &c.... | 3 8 0 | 1 8 0 | 0 0 0 | 0 0 0 | 0 0 0 | 5 0 0 |
| Ditto ... ... | Tash, Gochli, Buttoo, Salma, Sitara, Goukhoroo, Badla, Tiratar Gotah, Kalabuttoo, and Silk, &c... | 3 8 0 | 1 8 0 | 0 0 0 | 0 0 0 | 0 0 0 | 5 0 0 |
| Ditto ... ... | Juwaher, &c. ... ... ... | 0 0 0 | 1 8 0 | 0 0 0 | 0 0 0 | 0 0 0 | 1 8 0 |
| Ditto ... ... | Pictures, Baja, Hooka Snake, Looking Glass, Comb, Poth, Stones, Kanch, Metals, Earth, &c. | 3 8 0 | 1 8. 0 | 0 0 0 | 0 0 0 | 0 0 0 | 5 0 0 |
| Ditto ... ... | Cotton Thread ... ... ... | 3 8 0 | 1 8 0 | 0 0 0 | 0 0 0 | 0 0 0 | 5 0 0 |
| Ditto ... ... | Indigo, in kind, 10 dharnies per 100 dharnies ... ... ... | 10 dharnies | 1 dharnie | 0 0 0 | 0 0 0 | 0 0 0 | 11 dharnies |
| Ditto ... ... | Brass, Bell Metal, Pots, &c. ... | 3 8 0 | 1 8 0 | 0. 0 0 | 0 0 0 | 0 0 0 | 5 0 0 |
| | ON EXPORTS. | | | | | | |
| 3rd Nikasee ... | Choury Tails, Toos, Mulleda, &c., at 32 dharnies a Buckoo ... | 1 2 6 | 1 4 0 | 0 4 0 | 2 4 9 | 0 0 0 | 4 15 3 |
| Ditto ... ... | Bikhma, Sillajit, Hurtal, Soohaga, Beads of Red Chundun, Hone, Jata, Mansi, Charush, Chia Cardimums, Bishful, Lilathota, and Kootki, &c., at 32 dharnies a Buckoo ... ... ... | 1 2 6 | 0 6 0 | 0 4 0 | 2 4 9 | 0 0 0 | 4 1 3 |

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| | | |

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NIPAL.
No. LII.

## Duties levied on the Road.

*Jemindaree duty levied at Chisapani.*

IMPORT—ARTICLES.

| | | | |
|---|---|---|---|
| Cotton Thread, Silk, Looking Glass, Combs, Needles, Cloths and Keraras, &c., per dharnie ... ... ... | 1 | dam. | |
| Ajooan, Soortee, Fish, Jaggree, Sukkur, Oil, Tobacco, Ghee, and Cotton, with Seeds, &c., per load ... ... | 0 | 1 | 6 |
| Toree Til, per load ... ... ... ... ... ... | 0 | 0 | 3 |
| Goats and Khusee, per each ... ... ... ... ... | 0 | 0 | 3 |
| Brass Pots, &c., per dharnie ... ... ... ... | 1 | dam. | |
| Buffaloe, per pair ... ... ... ... ... ... | 4 | annas. | |
| Urhur, Chuna, Musoor, Moong, Dâls, &c., per load ... | 1 | mana. | |
| Paun, per bullock load ... ... ... ... ... | 1 | dholee | |

EXPORT—ARTICLES.

| | | | |
|---|---|---|---|
| Choury Tails, Bikhma, Toos, Beads of Red Chundun, Silajit, Paper, Wax, Chook, Money* and Musk Pods, &c., per dharnie ... ... ... ... ... ... | 1 | dam. | |
| Nursingah, per each ... ... ... ... ... ... | 1 | anna. | |
| Toree, per each ... ... ... ... ... ... | 2 | annas. | |
| Tangan, per each ... ... ... ... ... ... | 8 | „ | |
| Brass Pots, per dharnie ... ... ... ... ... | 3 | pie. | |
| Hoes, per load ... ... ... ... ... ... | 1½ | annas. | |
| Salt, per load ... ... ... ... ... ... ... | 1½ | „ | |

*Hasery or Choukidaree at Bichiakoh.*

IMPORT—ARTICLES.

| | | | |
|---|---|---|---|
| Cotton, Cloths, and Kerara, &c., per bullock load ... | 2 | annas. | |
| Ajooan, Soortee, Tobacco, Fish, Toree, Til, Sukkur, Oil, Ghee, and Pice, per man's load ... ... ... ... | 1 | anna. | |
| Goats and Khusee, per each ... ... ... ... ... | 3 | pie. | |
| Buffaloes, per pair ... ... ... ... ... ... | 1 | anna. | |
| Paun, per bullock load ... ... ... ... ... | 2 | dholees. | |

* *Sic.* Probably Honey.

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EXPORT—ARTICLES.

Choury Tails, Bikhma, Toos, Paper, Wax, Chook, Honey, Hoes, Brass Pots, &c., per load ... ... ... ... 1 anna.

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*Rate of Duty.*

If any merchants sell their merchandise at Hitoundah, and purchase there Soortee, Tobacco, Ajwan, Ghee, Oil, Soap, and Fish, &c., per dharnie ... ... ... ... 6 pie.
Cloths, &c., per thaun ... ... ... ... ... 6 „
Rice, Dâl, &c., per load ... ... ... ... ... 2 manas.

---

*Duty levied at Mukwanpore as per Lal Mohur.*

ARTICLES.

Buffaloes, per each ... ... ... ... ... ... ½ anna.
Kat Mahal, per ghaut or timber ... ... ... ... ½ „
Woods for making Carts, &c., per each ... ... ... ½ „
Sooga and Myna, per 25 ... ... ... ... ... 1 „
Honey and Wax, per Rupee... ... ... ... ... ½ „
Pipla Mool, per Rupee ... ... ... ... ... ½ „
Bamboos, Babio, Khamba, &c., per load ... ... ... ¼ „
Thakree, Mothee, per load ... ... ... ... ... 1 „
Khuaersaul, per tangee ... ... ... ... ... 1 „
Traders' packages, per bag ... ... ... ... ... 1 „
Buyers' packages, per bag ... ... ... ... ... ½ „

(True translation)

(Signed) R. CHRISTIE.

(True copy)

(Signed) G. RAMSAY,
*Resident.*

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NIPAL.

Nos. LIII. AND LIV.

## No. LIII.

TRANSLATION of an ICKRAR NAMEH signed by the GOOROOS, CHOUNTRAS, CHIEFS, &c., &c., of Nipál, dated Saturday, Poos Soodi 9th, 1897, or 2nd January 1841.

We the undersigned Gooroos, Chountras, Chiefs, &c., &c., of Nipal, fully agree to uphold the sentiments as written below, *viz.*:—

That it is most desirable and proper that a firm and steady friendship should exist and be daily increased between the British and Nipal Governments; that to this end every means should be taken to increase the friendly relations with the Company, and the welfare of the Nipal Government; that the Resident should ever and always be treated in an honorable and friendly manner; that if, nevertheless, any unforeseen circumstance or unjust or senseless proceeding should at any time arise to shake the friendly understanding which ought to exist between the two Sirkars, or to cause uproar and mischief at Khatmandoo, we should be responsible for it.

Signed by 94 Chiefs.

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## No. LIV.

TREATY between the HONORABLE EAST INDIA COMPANY and HIS HIGHNESS MAHARAJAH DHERAJ SOORINDER VIKRAM SAH BAHADOOR, Rajah of Nipal.

Treaty between the Honorable East India Company and His Highness Maharajah Dheraj Soorinder Vikram Sah Bahadoor Shumshere Jung, Rajah of Nipal, settled and concluded on the one part by Major George Ramsay, Resident at the Court of His Highness, by virtue of full powers to that effect vested in him by the Most Noble James Andrew, Marquis of Dalhousie, Knight of the Most Ancient and Most Noble Order of the Thistle, one of Her Majesty's Most Honorable Privy Council and Governor-General, appointed by the Honorable Company to direct and control all their affairs in the East Indies, and on the other part by General Jung Bahadoor Koonwar Ranajee,

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Prime Minister of Nipal, in the name and on behalf of Maharajah Dheraj Soorinder Vikram Sah Bahadoor Shumshere Jung, Rajah of Nipal, in virtue of the powers to that effect vested in him by the said Rajah of Nipal.

ARTICLE 1ST.

The two Governments hereby agree to act upon a system of strict reciprocity as hereinafter mentioned.

ARTICLE 2ND.

Neither Government shall be bound in any case to surrender any person not being a subject of the Government making the requisition.

ARTICLE 3RD.

Neither Government shall be bound to deliver up debtors, or civil offenders or any person charged with any offence not specified in Article 4.

ARTICLE 4TH.

Subject to the above limitations, any person who shall be charged with having committed, within the territories of the Government making the requisition, any of the under-mentioned offences, and who shall be found within the territories of the other, shall be surrendered; the offences are murder, attempt to murder, rape, maiming, thuggee, dacoity, highway-robbery, poisoning, burglary, and arson.

ARTICLE 5TH.

In no case shall either Government be bound to surrender any person accused of an offence, except upon requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality, as according to the laws of the country in which the person accused shall be found, would justify his apprehension, and sustain the charge if the offence had been there committed.

ARTICLE 6TH.

If any person attached to the British Residency, or living within the Residency boundaries, not being a subject of the Nipalese

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Government, commit in any part of the Nipalese territories, beyond the Residency boundaries, an offence which would render him liable to punishment by the Nipalese Courts, he shall be apprehended and made over to the British Resident for trial and punishment; but subjects of the Nipal State, under similar circumstances, are not to be given up by the Nipalese Government for punishment. Should any Hindoostanee Merchants, or other subjects of the Honorable Company, not attached to the British Residency, who may be living within the Nipal territories, commit any crimes beyond the Residency boundaries, whereby they may render themselves liable to punishment by the Nipalese Courts, and take refuge within the limits of the Residency, they shall not be allowed an asylum, but will be given up to the Nipal Government for trial and punishment.

ARTICLE 7TH.

The expenses of any apprehension, detention, or surrender made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

ARTICLE 8TH.

The above Treaty shall continue in force until either one or the other of the High Contracting Parties shall give notice to the other of its wish to terminate it, and no longer.

ARTICLE 9TH.

Nothing herein contained shall be deemed to affect any Treaty now existing between the High Contracting Parties, except so far as any such Treaty may be repugnant hereto.

This Treaty, consisting of nine Articles, being this day concluded and settled by Major George Ramsay, on behalf of the Honorable East India Company, with Maharajah Dheraj Soorinder Vikram Sah Bahadoor Shumshere Jung, Major Ramsay has delivered one version thereof in English, Purbutteah, and Oordoo, signed and sealed by himself, to the Maharajah, who, on his part, has also delivered one copy of the same to Major Ramsay, duly executed by His Highness, and Major Ramsay hereby engages to deliver a copy of the same to His Highness the

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Maharajah, duly ratified by the Governor-General in Council, within sixty days from this date.

*Signed, sealed, and exchanged at Katmandhoo, Nipal, this Tenth day of February, A. D. one Thousand Eight Hundred and Fifty-Five, corresponding to the Eighth day of Falgoon, Sumbut, Nineteen Hundred and Eleven.*

(Signed) G. RAMSAY, *Major,*
*Resident at the Court of Nipal.*

Seal.

Seal of the Supreme Govt. of India.

(Signed) J. DORIN.
„ J. P. GRANT.
„ B. PEACOCK.

Ratified by the Honorable the President of the Council of India in Council, at Fort William in Bengal, this Twenty-Third day of February, One Thousand Eight Hundred and Fifty-Five.

(Signed) CECIL BEADON,
*Secretary to the Government of India.*

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## No. LV.

During the disturbances which followed the mutiny of the Native Army of Bengal in 1857, the Maharajah of Nipal not only faithfully maintained the relations of peace and friendship established between the British Government and the State of Nipal by the Treaty of Segowlee, but freely placed troops at the disposal of the British authorities for the preservation of order in the Frontier Districts, and subsequently sent a force to co-operate with the British Army in the re-capture of Lucknow and the final defeat of the rebels. On the conclusion of these operations, the Viceroy and Governor-General, in recognition of the eminent services rendered to the British

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NIPAL. No. LV.

Government by the State of Nipal, declared his intention to restore to the Maharajah the whole of the lowlands lying between the River Kali and the District of Goruckpore, which belonged to the State of Nipal in 1815, and were ceded to the British Government in that year by the aforesaid Treaty. These lands have now been identified by Commissioners appointed for the purpose by the British Government, in the presence of Commissioners deputed by the Nipal Durbar; masonry pillars have been erected to mark the future boundary of the two States; and the territory has been formally delivered over to the Nipalese Authorities. In order the more firmly to secure the State of Nipal in the perpetual possession of this territory, and to mark in a solemn way the occasion of its restoration, the following Treaty has been concluded between the two States:—

ARTICLE 1ST.

All Treaties and Engagements now in force between the British Government and the Maharajah of Nipal, except in so far as they may be altered by this Treaty, are hereby confirmed.

ARTICLE 2ND.

The British Government hereby bestows on the Maharajah of Nipal in full sovereignty, the whole of the lowlands between the Rivers Kali and Raptee, and the whole of the lowlands lying between the River Raptee and the District of Goruckpore, which were in the possession of the Nipal State in the year 1815, and were ceded to the British Government by Article III. of the Treaty concluded at Segowlee on the 2nd of December in that year.

ARTICLE 3RD.

The boundary line surveyed by the British Commissioners appointed for the purpose, extending eastward from the River Kali or Sardah to the foot of the hills north of Bagowra Tal, and marked by pillars, shall henceforth be the boundary between the British Province of Oudh and the Territories of the Maharajah of Nipal.

This Treaty, signed by Lieutenant-Colonel George Ramsay, on the part of His Excellency the Right Honorable Charles John Earl Canning, G. C. B., Viceroy and Governor-General of India, and by

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Maharajah Jung Bahadoor Rana, G. C. B., on the part of Maharajah Dheraj Soorinder Vikram Sah Bahadoor Shumshere Jung, shall be ratified, and the ratifications shall be exchanged at Khatmandoo within thirty days of the date of signature.

*Signed and sealed at Khatmandoo, this First day of November, A. D. One Thousand Eight Hundred and Sixty, corresponding to the Third day of Kartick Buddee, Sumbut Nineteen Hundred and Seventeen.*

(Signed) G. RAMSAY, *Lieut.-Colonel,*
*Resident at Nipal.*

Seal.

Seal.

(Signed) CANNING,
*Viceroy and Governor-General.*

This Treaty was ratified by His Excellency the Governor-General, at Calcutta, on the 15th of November 1860.

(Signed) A. R. YOUNG,
*Depy. Secy. to the Govt. of India.*

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# PART II.

## TREATIES, ENGAGEMENTS, AND SUNNUDS

RELATING TO THE

## PUNJAB, AND THE STATES ON THE PUNJAB FRONTIER.

### PUNJAB.

THE sect of the Sikhs traces its origin to Nanuk, a Hindoo of the Cshatrya caste, who was born in A. D. 1469, at Tulwandi, near Lahore. From his infancy he was given to religious meditation. In riper manhood he wandered into various countries, and returned to his home with his mind matured with reflection and travel to preach the unity of God and charity to men. The new creed spread rapidly, but soon provoked the persecution of the Mahomedans. The cruelty with which the Sikhs were treated turned them, under Govind, their tenth and last Gooroo or Teacher, from a band of religious devotees into a chosen religious and military commonwealth or "Khalsa," animated with undying hatred to the Mussulmans.

Gooroo Govind waged an unequal war with the Emperor of Delhi. Frequently defeated and broken up, persecuted with inhuman cruelty, the Sikhs were driven to hide themselves in the valleys and caves of the hills from the fury of their enemies. Openly to profess their religion became a capital crime. The sect would soon have been

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PUNJAB.

exterminated had not the distractions of the Empire, which followed the death of Aurungzebe, given them a breathing time from persecution.

Gradually the Sikhs emerged from their hiding places, and, gathering in small parties, established themselves in petty isolated forts. Issuing from these, always well mounted, they scoured the country, burning and plundering, and giving infinite annoyance to the weak Mahomedan Governors of Lahore and Sirhind. After the return of Ahmed Shah Abdali to Cabool from his fifth invasion of India, in which he had broken the Mahratta power in the decisive battle of Paniput, the Sikhs found themselves strong enough to possess themselves of the country round Lahore. But they drew down the vengeance of Ahmed Shah, who, in 1762, returned to India, disastrously defeated them, and destroyed and polluted their sacred temple at Umritsur.

From this defeat the Sikhs soon recovered. In the following year they defeated the Afghan Governor of Sirhind, and spread themselves over the plains south and east of the Sutlej, as far as the Jumna. The eighth invasion of Ahmed Shah, which took place in 1767, ended in leaving the Sikhs masters of the country between the Jumna and Rawulpindee. Within three years their authority was extended over Jummoo and the Rajpoots of the lower hills.

The spread of the dominion of the Sikhs south of the Sutlej received a severe check from the Mahrattas, who, recovering from their disastrous overthrow at Paniput, again overran Northern India. In 1788 Sindia was in possession of Delhi, and by 1802 the Mahrattas had established their supremacy as far as the Sutlej, and exacted from the Sikh States to the south of that river a tribute of three lakhs of Rupees. The Mahratta power in the north was broken by Lord Lake in 1803. The Chiefs of Kythul and Jheend tendered their allegiance to Lord Lake, and rendered occasional service, and all the Chiefs of Sirhind became virtually dependents of the British Government. It was the policy of the day, however, to maintain a strict neutrality in regard to the affairs of the Chiefs north of the Jumna; and beyond establishing the Sikh Chiefs in the territories which they then held, and rewarding those who had done good service, the British Government did not interfere in their affairs till 1809, when the Sikh

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Chiefs threw themselves on its protection from the encroachments of Runjeet Sing.

The constitution of the Sikh Khalsa contained within itself elements of weakness and discord. The Sirdars or Chiefs owned no subjection to each other. They were followed into the field by their relatives and dependents, and each seized for himself whatever territory he was strong enough to hold. The Chiefs, with their clansmen and retainers, associated themselves into "Misls" or confederacies of equals, twelve in number. Each Chief parcelled out the conquered lands among his followers, who held their portions in independence, bound only by considerations of mutual advantage and the general weal of the Misl.

Under such a system causes of quarrel were never wanting. The difficulties with which the Sikhs had to contend in their early struggle for existence kept them at first well together. But with success came dissensions, and the weak fell before the strong. One of the Sirdars, who earliest raised himself to power and influence, was Maha Sing, of the Sookurchakea Misl, one of the weakest and latest formed of the twelve clans. To him, on 2nd November 1780, was born a son, Runjeet Sing, by his wife, a daughter of the Rajah of Jheend. During the invasion of Shah Zuman, in 1798, Runjeet Sing rendered service to the Afghan Monarch by recovering for him several pieces of artillery which had been lost in the Jhelum, and he had the address to procure for himself the appointment of Governor of Lahore.

By force and artifice Runjeet Sing gained possession of the city, where he established himself, and whence, in concert with Futteh Sing Aloowallia, he soon extended his supremacy over the neighboring Sirdars, and meditated the extension of his authority beyond the Sutlej. In 1803 he made proposals to Lord Lake for the transfer to the British Government of the territory belonging to the Sikhs south of the River Sutlej, on the condition of mutual defence against the respective enemies of himself and the British nation. The offer was declined.

In 1805 Runjeet Sing was recalled from a campaign against the Mahomedans between the Chenab and the Indus, by the sudden appearance of Holkar in the Punjab, closely pursued by Lord Lake.

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Disappointed in the hope of procuring assistance from Runjeet Sing, Holkar concluded a Treaty with the British Government, and returned to Hindoostan. A Treaty of friendship and alliance (No. LVI.) was at the same time concluded between the British Government and Sirdars Runjeet Sing and Futteh Sing.

The systematic aggressions of Runjeet Sing at last excited the alarm of the Sikhs of Sirhind, and in 1808 they sent a deputation, consisting of Rajah Bhag Sing of Jheend (Runjeet's uncle), Bhace Lall Sing of Khytul, and Chein Sing Dewan of Puttiala, to beg the protection of the British Government. The answer they received was such as to encourage their hopes, although it conveyed no formal assurance of protection.

In the meantime, the fear of a French invasion of India had induced the British Government to depute Mr. Metcalfe to the Court of Runjeet Sing to establish a friendly alliance. Towards the close of 1808, in consequence of acts of hostility committed by Runjeet Sing on the south of the Sutlej, while negociations were pending, Government determined to comply with the wishes of the Cis-Sutlej Chiefs, and Mr. Metcalfe was instructed to declare the country between the Sutlej and the Jumna under British protection. Mr. Metcalfe's mission resulted in the Treaty of Lahore, of 25th April 1809 (No. LVII.), by which the British Government agreed to have no concern with the territories and subjects of the Rajah of Lahore to the north of the Sutlej, and Runjeet Sing agreed neither to commit nor suffer encroachments on the possessions or rights of the Chiefs to the south of that river. The Rajah was guaranteed in the possession of the conquests made by him on the left of the Sutlej up to September 1808.

After the conclusion of this Treaty, the intercourse of the British Government with the Lahore Durbar was, for many years, confined to the interchange of friendly letters and presents. Runjeet Sing was too prudent and far-seeing to give occasion of offence by a violation of his Treaty engagements, and he confined his schemes of conquest to the direction of Mooltan, Cashmere, and Peshawur.

In 1831, when Lord William Bentinck visited Simla, Runjeet Sing sent a complimentary mission to him. Arrangements were made through the Political Agent at Loodhiana for an interview

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between his Lordship and the Maharajah of Lahore, which took place with great pomp in the month of October, at Rooper. At Runjeet Sing's particular request an assurance (No. LVIII.) of perpetual friendship was executed and given to him on this occasion.

From this period the utmost cordiality prevailed between the British Government and the Lahore Durbar. In the following year a Treaty (No. LIX.) was concluded, to regulate the navigation of the Indus and the collection of duties on merchandize. The levy of duties on the value and quantity of the goods, however, gave rise to misunderstandings, and in November 1834, it was arranged by a Supplementary Treaty (No. LX.) to substitute a toll, to be levied on all boats with whatever merchandize laden. Five years later another Agreement (No. LXI.) was made for the levy of duty on the merchandize at one place and not on the boats. A fourth Treaty (No. LXII.), for the regulation of these duties, was made in 1840 with Maharajah Khuruk Sing, the son and successor of Runjeet Sing.

In 1833, Shah Shujah, the ex-monarch of Cabool, who was living as a British pensioner at Loodhiana, undismayed by the failure of his previous attempts to recover his kingdom, resolved to make one effort more, and for this purpose he entered into a Treaty* with Runjeet Sing,

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* TRANSLATION of the TREATY concluded between MAHARAJAH RANJIT SING and SHAH SHUJAH-UL-MULK, dated the 12th of March 1834.

*Preamble.* Relations of friendship having been firmly established between Maharajah Ranjit Sing and Shah Shujah-ul-Mulk, so that there neither is nor ever shall be any alienation or difference of interest existing between them, they agree to adopt the following Articles in consideration of the terms of good-will and friendship by which they are reciprocally actuated.

1*st*.—Shah Shujah-ul-Mulk disclaims all title on the part of himself, his heirs, successors, and all the Seddozies, to whatever territories lying on either bank of the River Indus that may be possessed by the Maharajah, viz., *Cashmeer*, including its limits E. W. N. and S., together with the fort of *Atok*, *Chetch*, *Hezara*, *Khebel*, *Anb*, with its dependencies on the left bank of the aforesaid river, and on the right bank, *Peshawr* with the *Eusefzie* territory, *Khetchs*, *Hisht Nagor*, *Michnee*, *Kohat*, and all places dependent on Peshawr as far as the *Khyber Pass*; *Bennoo*, the *Viziry* territory, *Dour*, *Tank*, *Gorank*, *Kalabagh*, and *Khush-halgher*, with their dependent districts, *Derah Ismael Khan*, and its dependency, together with *Derah Ghazi Khan*, *Kot Mithen*, and their dependent territory, *Sengher*, *Heren Dajel*, *Hajeepore*, *Rajeepore*, and the three *Ketchees*, as well as Menkerah, with its district and the Province of Mûltan, situated on the left bank. These countries and places are considered to be the property and to form the estate of the Maharajah; the Shah neither has nor will have any concern with them. They belong to the Maharajah and his posterity from generation to generation.

2*nd*.—The people of the country on the other side of Khyber will not be suffered to commit robberies or aggression or any disturbances on this side. If any defaulter of

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in which, in consideration of the assistance to be rendered by the Maharajah, he disclaimed all title to the territories in possession of the Maharajah on either side of the Indus. The Shah's expedition to Cabool ended in disaster, and he returned to his exile in Loodhiana, whence he was summoned in 1838 to make another effort for the re-establishment of his power. The supposed designs of Russia in Afghanistan, the preference shown by Dost Mahomed for a Russian alliance, and his invasion of the territories of Runjeet Sing, induced the British Government to adopt the cause of Shah Shujah. It is unnecessary to refer further to the policy and war of the British Government in Afghanistan than to state that their operations were preceded by a tripartite Treaty (No. LXIII.) between the British Government, Runjeet Sing, and Shah Shujah, which renewed the provisions of the Treaty of 1833 between the Shah and Runjeet Sing, bound the Shah, in the event of the attainment of his object, to

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either State, who has embezzled the revenue, take refuge in the territory of the other, each party engages to surrender him.

3*rd.*—As agreeably to the Treaty established between the British Government and the Maharajah, no one can cross from the left to the right bank of the Sutlej without a passport from the Maharajah; the same rule shall be observed regarding the passage of the Indus, whose waters join the Sutlej, and no one shall be allowed to cross the Indus without the Maharajah's permission.

4*th.*—Regarding Shikarpoor and the territory of Sindh lying on the right bank of the Indus, the Shah will abide by whatever may be settled as right and proper in conformity with the happy relations of friendship subsisting between the British Government and the Maharajah, through Captain Wade.

5*th.*—When the Shah shall have established his authority in Cabul and Candahar, he will annually send the Maharajah the following articles, *viz.*, 55 high bred horses of approved colors and pleasant paces, 11 Persian scimitars, 7 Persian poniards, 25 good mules, fruits of various kinds, both dry and fresh, and sirdas or musk-melons of a sweet and delicate flavor (to be sent throughout the year), by the way of Cabul River to Peshawr, grapes, pomegranates, apples, quinces, almonds, raisins, pistahs or chesnuts, an abundant supply of each, as well as pieces of satin of every color, choghas of fur, khinkhabs wrought with gold and silver, Persian carpets, altogether to the number of 101 pieces; all these articles the Shah will continue to send every year to the Maharajah.

6*th.*—Each party shall address the other on terms of equality.

7*th.*—Merchants of Affghanistan, who will be desirous of trading to Lahore, Amritsir, or any other part of the Maharajah's possessions, shall not be stopped or molested on their way; on the contrary, strict orders shall be issued to facilitate their intercourse, and the Maharajah engages to observe the same line of conduct on his part in respect to traders who may wish to proceed to Affghanistan.

8*th.*—The Maharajah will yearly send to the Shah the following articles in the way of friendship, 55 pieces of shawls, 25 pieces of muslin, 11 dooputtahs, 5 pieces of khinkhabs, 5 scarves, 5 turbans, 55 loads of Bareh rice (peculiar to Peshawr).

9*th.*—Any of the Maharajah's Officers who may be deputed to Affghanistan to purchase horses or on any other business, as well as those who may be sent by the Shah into the Punjab for the purpose of purchasing piece goods or shawls, &c., to the amount of 11,000 Rupees,

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pay two lakhs of Rupees for the assistance of Runjeet Sing's troops, to give up claims to supremacy over Scinde, on condition of payment by the Meers of a sum to be fixed by the British Government, of which fifteen lakhs should go to Runjeet Sing, not to attack or molest the Ruler of Herat, not to negociate with Foreign States without the consent of the British and Sikh Governments, and to oppose any power having the design of invading the British or Sikh Territories. On the death of Shah Shujah, this Treaty was considered to have become null and void.

Runjeet Sing died on 27th June 1839. This remarkable man, who was absolutely illiterate, had by intrigue and force and his own energy of character raised himself from being the head of one of the smallest of the Sikh clans to a kingdom which, at the time of his death, yielded a revenue of upwards of two and a half crores of Rupees, covered an area of 14,000 square miles, and was garrisoned by an army of 82,000 men.

Within a few years after his death, the kingdom which he had created by his personal abilities fell to pieces under his successors. He was succeeded by his son Khuruk Sing, who died on 5th November 1840.

Now Nehal Sing, the only son of Khuruk Sing, was killed when returning from his father's funeral. Thereafter there followed a series

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will be treated by both sides with due attention, and every facility will be afforded to them in the execution of their commission.

10*th*.—Whenever the armies of the two States may happen to be assembled at the same place, on no account shall the slaughter of kine be permitted to take place.

11*th*.—In the event of the Shah taking an auxiliary force from the Maharajah, whatever booty may be acquired from the Barekzie, in jewels, horses, arms, great or small, shall equally be divided between the two contracting parties. If the Shah should succeed in obtaining possession of their property without the assistance of the Maharajah's troops, the Shah agrees to send a portion of it by his own Agent to the Maharajah in the way of friendship.

12*th*.—An exchange of missions charged with letters and presents shall constantly take place between the two parties.

13*th*.—Should the Maharajah require the aid of any of the Shah's troops, the Shah engages to send a force commanded by one of his principal Officers; in like manner the Maharajah will furnish the Shah, when required, with an auxiliary force composed of Mahomedans, and commanded by one of his principal Officers, as far as Cabul. When the Maharajah may go to Peshawr, the Shah will depute a Shahzadah to visit him, on which occasion the Maharajah will receive and dismiss him with the honor and consideration due to his rank and dignity.

14*th*.—The friends and enemies of the one shall be the friends and enemies of the other.

15*th*.—Both parties cordially agree to the foregoing Articles: there shall be no deviation from them. The present Treaty shall be considered binding for ever.

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of revolutions, by which the power passed successively into the hands of Chundkour, the mother of Now Nehal Sing, his uncle Sher Sing, and lastly Dhuleep Sing, the reputed son of Runjeet Sing. These revolutions were effected with the aid of the army, which had now become thoroughly disorganized and mutinous.

During the minority of Dhuleep Sing, and the regency of his mother, all regular government was overthrown, and the Khalsa Army became virtually the rulers of the country. Military operations were solely determined by their Punchayets or Regimental Committees. To divert the attention of the army from domestic politics they were led to resolve on a campaign across the Sutlej, a movement which for some time previous had been expected by the British Government. The Sikhs committed the first act of aggression in December 1845, by crossing the river near Ferozepore and carrying off some camels. On the 13th December the Governor-General issued a Proclamation (No. LXIV.), setting forth the views and objects of the British Government, and the unprovoked invasion of British Territories by the Sikhs, declaring the possessions of Maharajah Dhuleep Sing on the left bank of the Sutlej confiscated and annexed to British Territories, and calling on the protected Chiefs to co-operate cordially with the British Government against the common enemy. The Khalsa Army received its final defeat in the battle of Sobraon, on 10th February 1846. On the 13th the whole British Force crossed the Sutlej, and on the 14th a Proclamation was issued, declaring that the occupation of the Punjab would not be relinquished till full atonement had been made for the breach of their Treaty engagements by the Sikhs, and that the hill and plain districts between the Sutlej and the Beas would be annexed in part indemnity for the expenses of the war. On the night of the 15th a conference was held between Mr. Currie and Major Lawrence on behalf of the British Government, and Rajah Goolab Sing, Dewan Deena Nath, and Fakeer Noor-ood-deen on behalf of the Sikhs, at which the preliminaries of a Treaty were arranged. The Treaty (No. LXV.) was signed at Lahore, on 9th March 1846. This Treaty left the British Government in possession of the hills and plains east of the Beas, and of the hill countries between the Beas and the Indus, including Cashmere and Hazara;

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it regulated the strength and constitution of the Sikh Army; gave the British Government the control over the Beas and the Sutlej as far as the Indus, and of the Indus to the borders of Beeloochistan, and made the British Government the arbiter in all disputes between the Lahore Durbar and neighboring States. Two days later an Agreement (No. LXVI.) was made, by which Government left a force at Lahore for the protection of the Maharajah, and certain matters regarding the territories ceded by the Treaty were specifically determined.

The Lahore Durbar being anxious for the assistance of the British Government to maintain the administration of the Lahore State during the minority of Dhuleep Singh, an Agreement (No. LXVII.) was concluded on 16th December 1846, by which the Treaty of 9th March was temporarily modified, a Resident was appointed at Lahore, a Council of Regency, consisting of eight members, was established to conduct the Government in consultation with the Resident, and the country was occupied by a British Force, to be paid for by the Lahore State.

Many of the Sikh Chiefs, who had been accustomed to revolution and excitement, were not satisfied with the arrangements for the pacification of the country, and harboured evil designs. The murder of Mr. Vans Agnew and Lieutenant Anderson at Mooltan, and the revolt of Moolraj gave an opportunity for the development of a wide and dangerous conspiracy in the Sikh Army, which had for some time existed, with a view to the re-establishment of the Khalsa independence. Sirdar Chutter Sing Attareewalla raised the standard of rebellion in the north. Rajah Sher Sing, his son, joined Moolraj, and proclaimed a religious war. He was followed in open rebellion by the great body of the Sikh Army and the Sikh population, which the Durbar were powerless to control. The defeat of the rebels at the decisive battle of Goojrat was followed by the surrender of the entire Sikh Army, and the annexation of the Punjab to the British Territories.

On the 29th March 1849 an Agreement (No. LXVIII.) was made with Maharajah Dhuleep Sing, whereby he resigned the sovereignty of the Punjab, receiving a pension from the British Government.

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PUNJAB.
No. LVI.

## No. LVI.

TREATY of FRIENDSHIP and AMITY between the HONORABLE EAST INDIA COMPANY and the SIRDARS RUNJEET SING and FUTTEH SING.

Sirdar Runjeet Sing and Sirdar Futteh Sing have consented to the following Articles of Agreement concluded by Lieutenant-Colonel John Malcolm, under the special authority of the Right Honorable Lord Lake, himself duly authorized by the Honorable Sir George Hilaro Barlow, Baronet, Governor-General, and Sirdar Futteh Sing, as principal on the part of himself and plenipotentiary on the part of Runjeet Sing.

### ARTICLE 1.

Sirdar Runjeet Sing and Sirdar Futteh Sing Aloowalla hereby agree that they will cause Jeswunt Rao Holkar to remove with his army to the distance of 30 coss from Amritsur immediately, and will never hereafter hold any further connection with him, or aid or assist him with troops, or in any other manner whatever; and they further agree that they will not in any way molest such of Jeswunt Rao Holkar's followers or troops as are desirous of returning to their homes in the Deccan, but, on the contrary, will render them every assistance in their power for carrying such intention into execution.

### ARTICLE 2.

The British Government hereby agrees that in case a pacification should not be effected between that Government and Jeswunt Rao Holkar, the British Army shall move from its present encampment on the banks of the River Beah as soon as Jeswunt Rao Holkar aforesaid shall have marched with his army to the distance of 30 coss from Amritsur; and that in any Treaty which may hereafter be concluded between the British Government and Jeswunt Rao Holkar, it shall be stipulated that, immediately after the conclusion of the said Treaty, Holkar shall evacuate the territories of the Sikhs and march towards his own, and that he shall in no way whatever injure or destroy such parts of the Sikh country as may lie in his route. The British Government further agrees that as long as the said Chieftains Runjeet Sing and Futteh Sing abstain from holding any friendly connection

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with the enemies of that Government, or from committing any act of hostility on their own parts against the said Government, the British Armies shall never enter the territories of the said Chieftains, nor will the British Government form any plans for the seizure or sequestration of their possessions or property.

*Dated* 1*st January* 1806, *corresponding with* 10*th Shawul*, 1220 *H. E.*

Seal of Runjeet Sing.

Seal of Futteh Sing.

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## No. LVII.

TREATY with the RAJAH OF LAHORE, 1809.

Whereas certain differences which had arisen between the British Government and the Rajah of Lahore have been happily and amicably adjusted, and both parties being anxious to maintain the relations of perfect amity and concord, the following Articles of Treaty, which shall be binding on the heirs and successors of the two parties, have been concluded by Rajah Runjeet Sing, on his own part, and by the agency of Charles Theophilus Metcalfe, Esquire, on the part of the British Government.

### ARTICLE 1.

Perpetual friendship shall subsist between the British Government and the State of Lahore. The latter shall be considered, with respect to the former, to be on the footing of the most favored powers; and the British Government will have no concern with the territories and subjects of the Rajah to the northward of the River Sutlej.

### ARTICLE 2.

The Rajah will never maintain in the territory occupied by him and his dependants, on the left bank of the River Sutlej, more troops than

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are necessary for the internal duties of that territory, nor commit or suffer any encroachments on the possessions or rights of the Chiefs in its vicinity.

ARTICLE 3.

In the event of a violation of any of the preceding Articles, or of a departure from the rules of friendship on the part of either State, this Treaty shall be considered to be null and void.

ARTICLE 4.

This Treaty, consisting of four Articles, having been settled and concluded at Umritsur, on the 25th day of April 1809, Mr. Charles Theophilus Metcalfe has delivered to the Rajah of Lahore a copy of the same, in English and Persian, under his seal and signature, and the said Rajah has delivered another copy of the same, under his seal and signature; and Mr. Charles Theophilus Metcalfe engages to procure, within the space of two months, a copy of the same duly ratified by the Right Honorable the Governor-General in Council, on the receipt of which by the Rajah, the present Treaty shall be deemed complete and binding on both parties, and the copy of it now delivered to the Rajah shall be returned.

Seal and signature of C. T. METCALFE.

Signature and seal of RAJAH RUNJEET SING.

Company's Seal.

(Signed) MINTO.

Ratified by the Governor-General in Council on the 30th May 1809.

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## No. LVIII.

TRANSLATION of the PAPER delivered by the Right Honorable the GOVERNOR-GENERAL to MAHA RAJAH RUNJEET SING, on the evening of the 31st October 1831.

In these days of auspicious commencement and happy close, while the sound of rejoicing has gladdened the firmament, a meeting has been arranged at a fortunate moment and under favorable circumstances between the heads of the two exalted Governments, on the terms of reciprocal friendship, and in all cordiality, with reference to the relations established of old between the two States, and many interviews and conversations have been held with mirth and joy and mutual satisfaction; the rose buds of our hearts on both sides having expanded, and the garden of our sensations being in blossom from the exceeding joy and good feeling that prevailed. Of a truth the growing friendship and cordiality which subsisted between the two Durbars of exalted dignity have been watered and fostered by the hand of Providence, and by the showers of the Divine grace, so as to have reached a maturity and strength for which God be praised. Nevertheless, your Highness may derive further satisfaction from the assurance that, agreeably to the relations of friendship which have been thus established, in the same manner, from generation to generation, as settled by reciprocal engagements, shall the growth of this friendship continue and increase, and the materials of the existing good understanding be sought and extended at all times and at all places. There shall never at any time, or on any account whatsoever, be any difference or estrangement, nor shall such feelings in any way find entrance. But, on the contrary, the example of the unanimity and long standing friendship shall, like the sun, shine glorious in history, and the reputation of it shall become a bye-word amongst the princes and rulers of the earth, and be a subject of conversation to all ranks of men, in all countries, and at all times, so that, observing the fruits of this long standing friendship, the well-wishers of the two Governments shall rejoice, and their enemies and those who envy their good fortune shall be downcast and repentant.

Hereafter all the gentlemen and authorities of the British Government will study to maintain in perpetuity the relations which exist, as established by mutual engagements of long standing, so as to raise

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and display to the world the standards of the mutual good faith, fidelity, and cordiality of the two Governments.

These few lines have been committed to writing, as a testimony of friendship, at Rooper, and have been signed and sealed by me, to be delivered in person at this last interview, on the 31st October 1831, corresponding with the 24th of Jumadee-oos-Sanee, 1247 Hegiræ, to His Highness Maharajah Runjeet Sing Behauder.

(Signed) W. C. BENTINCK. L. S.

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## No. LIX.

L. S. Seal and signature of RUNJEET SING.

TREATY concluded between the EAST INDIA COMPANY and HIS HIGHNESS MAHA RAJAH RUNJEET SING, the Ruler of the Punjab.

By the grace of God, the relations of firm alliance and indissoluble ties of friendship existing between the Honorable the East India Company and His Highness the Maha Rajah Runjeet Sing, founded on the auspicious Treaty formerly concluded by Sir C. T. Metcalfe, Baronet, and since confirmed in the written pledge of sincere amity presented by the Right Honorable Lord W. C. Bentinck, G. C. B. and G. C. H., Governor-General of British India, at the meeting at Rooper, are like the sun, clear and manifest to the whole world, and will continue unimpaired and increasing in strength from generation to generation. By virtue of these firmly established bonds of friendship, since the opening of the navigation of the Rivers Indus Proper (*i. e.*, Indus below the confluence of the Punjnud) and Sutlej, a measure deemed expedient by both States, with a view to promote the general interests

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of commerce, has lately been effected through the agency of Captain C. M. Wade, Political Agent at Loodianah, deputed by the Right Honorable the Governor-General for that purpose, the following Articles, explanatory of the conditions by which the said navigation is to be regulated, as concerns the nomination of Officers, the mode of collecting the duties, and the protection of the trade by that route, have been framed, in order that the Officers of the two States employed in their execution may act accordingly.

ARTICLE I.

The provision of the existing Treaty relative to the right bank of the River Sutlej and all its stipulations, together with the contents of the friendly pledge already mentioned, shall remain binding, and a strict regard to preserve the relations of friendship between the two States be the ruling principles of action. In accordance with that Treaty the Honorable Company has not nor will have any concern with the right bank of the River Sutlej.

ARTICLE 2.

The tariff which is to be established for the line of navigation in question is intended to apply exclusively to the passage of merchandize by that route, and not to interfere with the transit duties levied on goods proceeding from one bank of the river to the other, nor with the places fixed for their collection. They are to remain as heretofore.

ARTICLE 3.

Merchants frequenting the said route, while within the limits of the Maha Rajah's Government, are required to show a due regard to his authority, as is done by merchants generally, and not to commit any acts offensive to the civil and religious institutions of the Sikhs.

ARTICLE 4.

Any one purposing to go by the said route, will intimate his intention to the Agent of either State, and apply for a passport, agreeably to a form to be laid down; having obtained which he may

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proceed on his journey. The merchants coming from Amritsur and other parts on the right bank of the River Sutlej, are to intimate their intentions to the Agent of the Maha Rajah at Herreeke, or other appointed places, and obtain a passport through him; and merchants coming from Hindoostan or other parts on the left bank of the River Sutlej will intimate their intentions to the Honorable Company's Agent, and obtain a passport through him. As Foreigners and Hindoostanees and Sirdars of the protected Sikh States and elsewhere are not in the habit of crossing the Sutlej without a passport from the Maha Rajah's officers, it is expected that such persons will hereafter also conform to the same rule, and not cross without the usual passports.

ARTICLE 5.

A tariff shall be established, exhibiting the rate of duties leviable on each description of merchandize, which, after having been approved by both Governments, is to be the standard by which the Superintendents and Collectors of Customs are to be guided.

ARTICLE 6.

Merchants are invited to adopt the new route with perfect confidence; no one shall be suffered to molest them or unnecessarily to impede their progress; care being taken that they are only detained for the collection of the duties in the manner stipulated at the established stations.

ARTICLE 7.

The officers who are to be entrusted with the examination of the goods and collection of the duties on the part of Maha Rajah Runjeet Sing, shall be stationed at Mithinkot and Herreeke. At no other places, but those two, shall boats in transit on the river be liable to examination or stoppage.

ARTICLE 8.

When the persons in charge of boats stop of their own accord to take in or give out cargo, the goods will be liable to the local transit

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duty of the Maha Rajah's Government previously to their being embarked, and subsequently to their being landed, as provided in Article 2.

ARTICLE 9.

The Superintendent stationed at Mithinkot having examined the cargo, will levy the established duty, and grant a passport, with a written account of the cargo and freight. On the arrival of the boat at Herreeke, the Superintendent at that station will compare the passport with the cargo, and whatever goods are found in excess will be liable to the payment of the established duty; while the rest, having already paid duty at Mithinkot, will pass on free.

ARTICLE 10.

The same rule will be observed in respect to merchandize conveyed from Herreeke by way of the rivers towards Sindh.

ARTICLE 11.

Whatever may be fixed as the share of duties on the right bank of the River Sutlej in right of the Maha Rajah's own dominions, and of those in allegiance to him, the Maha Rajah's officers will collect it at the places appointed.

ARTICLE 12.

With regard to the security and safety of merchants who may adopt this route, the Maha Rajah's officers shall afford them every protection in their power, and merchants on halting for the night on either bank of the Sutlej, are required, with reference to the Treaty of friendship which exists between the two States, to give notice and to show their passports to the thanadar or officers in authority at the place, and request protection for themselves. If, notwithstanding this precaution, loss should at any time occur, a strict inquiry will be made, and reclamation sought from those who are blameable.

ARTICLE 13.

The Articles of the present Treaty for opening the navigation of the rivers above-mentioned, having, agreeably to subsisting relations, been

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approved by the Right Honorable the Governor-General, shall be carried into execution accordingly.

*Dated at Lahore, the 26th of December* 1832.

Seal and signature at the top.

Seal of the Governor-General.

(Signed) W. C. BENTINCK.
„ C. T. METCALFE.
„ A. ROSS.

Ratified by the Right Honorable the Governor-General in Council at Fort William in Bengal, this Thirteenth (13th) day of September, A. D. 1833.

(Signed) W. H. MACNAGHTEN,
*Secretary to the Government.*

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## No. LX.

SUPPLEMENTARY TREATY between the BRITISH GOVERNMENT and MAHA RAJAH RUNJEET SINGH, for establishing a Toll on the Indus, dated 29th November 1834.

In conformity with the subsisting relations of friendship as established and confirmed by former Treaties between the Honorable the East India Company and His Highness Maha Rajah Runjeet Singh, and whereas in the 5th Article of the Treaty concluded at Lahore, on the 26th day of December 1832, it was stipulated that a moderate scale of duties should be fixed by the two Governments in concert, to be levied on all merchandize in transit up and down the Rivers Indus and Sutlej, the said Governments being now of opinion, that, owing to the inexperience of the people of these countries in such matters, the mode of levying duties then proposed (*viz.*, on the value and quantity of goods) could not fail to give rise to mutual misunderstandings and reclamations, have, with a view to prevent these results, determined to substitute a toll, which shall be levied on

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all boats with whatever merchandize laden; the following Articles have therefore been adopted as supplementary to the former Treaty, and in conformity with them, each Government engages that the toll shall be levied, and its amount neither be increased nor diminished, except by mutual consent.

Seal of Runjeet Singh.

ARTICLE 1.

A toll of 570 Rupees shall be levied on all boats laden with merchandize in transit on the Rivers Indus and Sutlej, between the sea and Rooper, without reference to their size or to the weight or value of their cargo; the above toll to be divided among the different States, in proportion to the extent of territory which they possess on the banks of these rivers.

ARTICLE 2.

The portion of the above toll appertaining to the Lahore Chief, in right of his territory on both banks of these rivers, as determined in the subjoined scale, shall be levied opposite to Mithinkot on boats coming from the sea towards Rooper, and in the vicinity of Herree-ke-Pettin on boats going from Rooper towards the sea, and at no other place.

| | | | | | |
|---|---|---|---|---|---|
| In right of territory on the right bank of the Rivers Indus and Sutlej, Rupees | 155 | 4 | 0 | In right of territory on the left bank of the Rivers Indus and Sutlej, the Maha Rajah's Share of Rupees ... | 67 15 0 |

ARTICLE 3.

In order to facilitate the realization of the toll due to the different States, as well as for the speedy and satisfactory adjustment of any disputes which may arise connected with the safety of the navigation

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and the welfare of the trade by the new route, a British Officer will reside opposite to Mithinkot, and a native agent on the part of the British Government opposite to Herree-ke-Pettin. These officers will be subject to the orders of the British Agent at Loodeanah, and the agents who may be appointed to reside at those places on the part of the other States concerned in the navigation, *viz.*, Bhawulpore and Sindh, together with those of Lahore, will co-operate with them in the execution of their duties.

ARTICLE 4.

In order to guard against imposition on the part of merchants in making false complaints of being plundered of property which formed no part of their cargoes, they are required, when taking out their passport, to produce an invoice of their cargo, which being duly authenticated, a copy of it will be annexed to their passports; and wherever their boats may be brought to for the night, they are required to give immediate notice to the thanadars or officers of the place, and to request protection for themselves; at the same time showing the passports they may have received at Mithinkot or Herreeke, as the case may be.

ARTICLE 5.

Such parts of the 5th, 7th, 9th, and 10th Articles of the Treaty of the 26th of December 1832, as have reference to the fixing a duty on the value and quantity of merchandize, and to the mode of its collection, are hereby rescinded, and the foregoing Articles substituted in their place, agreeably to which and the conditions of the preamble the toll will be levied.

Seal of the Governor-General.

(Signed) W. C. BENTINCK.
„ W. BLUNT.
„ A. ROSS.
„ W. MORISON.

Ratified by the Right Honorable the Governor-General of India in Council, at Fort William in Bengal, this Twenty-Third day of January, A. D. 1835.

(Signed) W. H. MACNAGHTEN,
*Secretary to the Government of India.*

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## No. LXI.

AGREEMENT entered into with the Government of LAHORE, regarding the duties to be levied on the transit of Merchandize by the RIVERS SUTLEJ and INDUS, in modification of the Supplementary Articles of the Treaty of 1832.

*Dated 19th May 1839.*

Objections having been urged against the levy of the same duty on a boat of a small as on one of a large size; and the merchants having solicited that the duties might be levied on the maundage or measurement of the boats, or on the value of the goods: it is therefore agreed, that hereafter the whole duty shall be paid at one place, and either at Loodiana or Ferozepore, or at Mithinkot: and that the duty be levied on the merchandize, and not on the boats, as follows:—

*Rates of Duty leviable by Maha Rajah Runjeet Singh on Merchandize navigating the Sutlej and the Indus.*

| | Rs. | A. | P. |
|---|---|---|---|
| Shawl Goods | 10 | 0 | 0 |
| Opium | 7 | 8 | 0 |
| Indigo | 2 | 8 | 0 |
| Almonds, Pistashes, Raisins, small and large, Dry Figs, Pine Kernel, Sulphur, Figs, And other dried fruits | 1 | 0 | 0 |
| Red Dye (Rubia Munjeet) | 0 | 8 | 0 |
| Silk of all sorts, manufactured and otherwise; Broadcloth of every description; Velvet; Satin; Chintzes or figured Velveteens | 0 | 6 | 0 |
| White Cotton Cloth of all sorts: Parcheb Suffyd, Raismanee, Hummah Kissum | | | |
| Chintzes of all sorts: Aksam-i-Cheent | | | |
| Sugar: Sukurturree | | | |
| Molasses: Shukur Soorkh and Kund Seeah | | | |
| Clarified Butter: Roghunzurd | | | |
| Oil: Roghun Seeah | | | |
| Costus: Kooth | | | |
| Sugar Candy: Nubat | | | |
| Gall: Hullelehizurd | | | |
| The emblic myrobalans: Amleh | | | |
| The belleric myrobalans: Bulleleh | | | |
| Cotton: Pumbah | | | |
| Small Gall: Hulleleh Zungee | | | |
| Chestnut: Akhrot | | | |
| Anise Seed: Badeean | | | |
| Cichorium Endwia: Kasnee | | | |
| Mellon Seed: Khunyaryn | | | |
| Turmeric: Zurdchob | | | |
| Ginger: Adruk | | | |
| A kind of Collyrium: Russout | | | |
| Aloes: Sibr | | | |
| Saffron: Zafran | | | |
| Catachu: Kutha | | | |
| Soapnut: Reetha | 0 | 4 | 0 |
| The bark of the Birch Tree: Bhoj Puttur | | | |
| Dry Ginger: Zunjbeel | | | |
| And other Groceries | | | |
| Cardamums, small and large: Illaechee Khoord and Kullan | | | |
| Seeds of ditto: Danh Illaechee | | | |
| Cinnabar or Vermillion: Shingurf | | | |
| Pellitory: Akurkurha | | | |
| Cloves: Kuruful | | | |
| Nutmeg: Jaeoful | | | |
| Mace: Iavuttree | | | |
| Cinnamon: Darcheenee | | | |
| Dry Dates: Khoormai Khooshk | | | |
| Turbith Root: Toorbood | | | |
| Cocoanut: Naryeel | | | |
| Asgundh: Asgundh | 0 | 4 | 0 |
| Orpiment: Hurtal | | | |
| Bamboo Sugar: Tubasheer | | | |
| Armenian Earth: Gil-i-Armunnee | | | |
| Black Pepper: Filfil-i-Seeah | | | |
| Red ditto: Filfil-i-Durraz | | | |
| Gallnut: Mazoo | | | |
| Shells: Khurmohreh | | | |
| China Root: Chobcheenee | | | |
| Morinda Citrifolia: Aul | | | |

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| | | Rs. A. P. | | | Rs. A. P. |
|---|---|---|---|---|---|
| Betel Nut ... ... | Sooparee ... ... | | Articles of Iron-mongery ... ... | Aksam-i-Ahun... | |
| Tea ... ... ... ... | Chah ... ... ... | | And other Articles of Import from Bombay ... ... ... ... ... ... | | |
| All sorts of Glass ware ... ... ... | AksamiSheesheh allat ... ... | | Rice ... ... ... | Birunj ... ... | |
| Assafœtida ... ... | Angozeh ... ... | | Wheat ... ... ... | Gundaom ... ... | |
| B'dellium ... ... | Googul ... ... | 0 4 0 | Gram ... ... ... | Nukhood ... ... | |
| Maeen ... ... ... | Maeen ... ... | | Maizes... ... ... | Moth ... ... | 0 2 0 |
| Collyrium ... ... | Soorma ... ... | | | Moongh ... ... | |
| Alum ... ... ... | Phitkurree ... | | | Mash... ... ... | |
| Mooltan Earth ... | Gil-i-Mooltanee. | | | Adus ... ... ... | |
| Copper ... ... ... | Miss ... ... ... | | Barley ... ... ... | Jou ... ... ... | |
| Tin ... ... ... | Kullee ... ... | | Aniseed ... ... | Koonjud ... ... | |
| Quicksilver ... ... | Seemaub ... ... | | | Sursuf ... ... | |
| Lead ... ... ... | Soorb ... ... | | Indian Corn ... | Bajrah ... ... | |
| Pewter ... ... ... | Just ... ... ... | 0 2 0 | | Mukkee ... ... | |
| Brass ... ... ... | Birunjee ... ... | | | Jowar ... ... | |
| Bell Metal ... ... | Roeen ... ... | | | | |

Ahul Suhaee Runjeet Singh.

(True translation)

(Signed) GEORGE CLERK.

Approved by the Governor-General on the 12th June 1839.

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## No. LXII.

TRANSLATION.

(Signed by Maha Rajah KHURRUK SINGH.)

Seal of Maha Rajah Khurruk Singh.

Formerly a Treaty was executed by the Right Honorable Lord William Cavendish Bentinck, the Governor-General of India, on the 14th of Poos, Sumbut 1889 (corresponding with A. D. 1832), through Colonel (then Captain) Wade, concerning the navigation of the Sutlej and the Scinde rivers in the Khalsa Territory, in concurrence with the

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wishes of both the friendly and allied Governments. Another Treaty on the subject was subsequently executed through the same officer, in Sumbut 1891 (corresponding with A. D. 1834), fixing a duty on every mercantile boat, independent of the quantity of its freight, and the nature of its merchandize. A third Treaty was executed on this subject, in accordance with the wishes of both Governments, on the arrival of Mr. Clerk, Agent to the Governor-General, at the Durbar, in May 1839, adjusting the rate of duties on merchandize, according to quantity and kind; and although at the end of that document so much was specified as that the two high powers should after this never propose a rate below (less) than that specified, yet notwithstanding after this, when that gentleman came to the Khalsa Durbar at Amritsur, in Jeth, Sumbut 1897 (corresponding with May 1840), he explained the difficulties and inconvenience which seemed to result to trade under the system proposed last year, in consequence of the obstruction to boats for the purpose of search and the ignorance of traders, and the difficulty of adjusting duties according to the different kinds of articles freighted in the boats, and proposed to revise that system by fixing a scale of duties proportionate to the measurement of boats, and not on the kind of commodities, if this arrangement should be approved of by both Governments. Having reported to his Government the circumstances of the case, he now drew up a Schedule of the rate of duties on the mercantile boats navigating the Rivers Scinde and Sutlej, and forwarded it for the consideration of this friendly Durbar. The Khalsa Government, therefore, with a due regard to the established alliance, having added a few sentences in accordance with the late Treaties, and agreeably to what is already well understood, has signed and sealed the Schedule, and it shall never be at all liable to any contradiction, difference, change or alteration, without the concurrence and concert of both Governments, in consideration of mutual advantages, upon condition it does not interfere with the established custom duties at Amritsur, Lahore, and other inland places, or the other rivers in the Khalsa Territory.

ARTICLE 1.

Grain, wood, and lime-stone will be free from duty.

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ARTICLE 2.

With exception to the above, every commodity to pay duty according to the measurement of the boat.

ARTICLE 3.

Duty on a boat not exceeding two hundred and fifty maunds of freight, proceeding from the foot of the hills, Roopur or Loodiana, to Mithenkote or Rojan, or from Rojan or Mithenkote to the foot of the hills, Roopur or Loodiana, will be ... ... ... ... ... ... ... ... Rs. 50

*viz.*

| | | |
|---|---|---|
| From the foot of the Hills to Ferozepore, or back... ... | 20 | |
| From———————to Bhawulpore, or back ... | 15 | |
| From Bhawulpore to Mithenkote or Rojan, or back ... | 15 | |
| The whole trip, up or down | — | 50 |

Duty on a boat above two hundred and fifty maunds, but not exceeding five hundred maunds, from the foot of the hills, Roopur or Loodiana, to Mithenkote or Rojan, or from Rojan or Mithenkote to the foot of the hills, Roopur or Loodiana, will be ... ... ... ... ... ... ... ... Rs. 100

*viz.*

| | | |
|---|---|---|
| From the foot of the hills to Ferozepore, or back... ... | 40 | |
| From Ferozepore to Bhawulpore, or back... ... ... | 30 | |
| From Bhawulpore to Mithenkote or Rojan, or back ... | 30 | |
| The whole trip, up or down | — | 100 |

Duty on all boats above five hundred maunds will be ... Rs. 150

*viz.*

| | | |
|---|---|---|
| From the foot of the hills to Ferozepore, or back ... | 60 | |
| From Ferozepore to Bhawulpore, or back ... ... | 45 | |
| From Bhawulpore to Mithenkote or Rojan, or back ... | 45 | |
| The whole trip, up or down | — | 150 |

ARTICLE 4.

Boats to be classed 1, 2, or 3, and the same to be written on the boat, and every boat to be registered.

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ARTICLE 5.

These duties on merchandize frequenting the Sutlej and Scinde, are not to interfere with the duties on the banks of other rivers, or with the established inland custom houses, throughout the Khalsa Territory, which will remain on their usual footing.

*Dated* 13*th Assar, Sumbut* 1897, *corresponding with* 27*th June* 1840.

(True translation)

(Signed) G. CLERK,
*Agent to the Governor-General.*

Approved by the Governor-General, 10th August 1840.

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## No. LXIII.

Whereas a Treaty was formerly concluded between Maharajah Runjeet Singh and Shah Shooja-ool-Moolk, consisting of fourteen Articles, exclusive of the preamble and the conclusion, and whereas the execution of the provisions of the said Treaty was suspended for certain reasons, and whereas at this time Mr. W. H. Macnaghten having been deputed by the Right Honorable George Lord Auckland, G. C. B., Governor-General of India, to the presence of Maharajah Runjeet Singh, and vested with full powers to form a Treaty in a manner consistent with the friendly engagements subsisting between the two States, the Treaty aforesaid is revived and concluded with certain modifications, and four new Articles have been added thereto, with the approbation of, and in concert with, the British Government, the provisions whereof, as contained in the following eighteen Articles, will be duly and faithfully observed.

ARTICLE 1ST.

Shah Shooja-ool-Moolk disclaims all title on the part of himself, his heirs, successors and all the Suddozais to all the territories lying on either bank of the River Indus, that may be possessed by the

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Maharajah, *viz.*, Cashmere, including its limits E. W. N. S., together with the Fort of Attok, Chuch, Hezara, Khebel, Amb, with its dependencies on the left bank of the aforesaid river, and on the right bank Peshawur, with the Eusufzai Territory, Kheteks, Hisht Nagar, Meehnee Kohat, Hungoo, and all places dependent in Peshawur, as far as the Kyber Pass, Benno, the Viziri Territory, Dowr Tank, Gorang, Kalabagh and Kushalgher, with their dependent districts, Derah Ismail Khan and its dependency, together with Derah Ghazee Khan, Kot Mithan, Omarkote, and their dependent territory, Singher, Heren, Dajel, Hajeepore, Rajenpore, and the three Ketches, as well as Mankera with its district, and the Province of Multan situated on the left bank. These countries and places are considered to be the property and to form the estate of the Maharajah—the Shah neither has nor will have any concern with them. They belong to the Maharajah and his posterity from generation to generation.

ARTICLE 2ND.

The people of the country on the other side of Khyber will not be suffered to commit robberies or aggressions, or any disturbances on this side. If any defaulter of either State, who has embezzled the Revenue, take refuge in the territory of the other, each party engages to surrender him, and no person shall obstruct the passage of the stream which issues out of the Khyber defile, and supplies the Fort of Futtehgurh with water, according to ancient usage.

ARTICLE 3RD.

As agreeably to the Treaty established between the British Government and the Maharajah, no one can cross from the left to the right bank of the Sutlej without a passport from the Maharajah, the same rule shall be observed regarding the passage of the Indus, whose waters join the Sutlej, and no one shall be allowed to cross the Indus without the Maharajah's permission.

ARTICLE 4TH.

Regarding Shikarpore and the Territory of Sinde on the right bank of the Indus, the Shah will agree to abide by whatever may be settled as right and proper in conformity with the happy relations of

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friendship subsisting between the British Government and the Maharajah through Captain Wade.

ARTICLE 5TH.

When the Shah shall have established his authority in Cabool and Candahar, he will annually send the Maharajah the following articles, *viz.*, 55 high-bred Horses of approved color and pleasant paces, 11 Persian Scimitars, 7 Persian Poignards, 25 good Mules, Fruits of various kinds, both dry and fresh, and Sirdas or Musk Melons of a sweet and delicate flavour (to be sent throughout the year), by the way of Cabool River to Peshawur, Grapes, Pomegranates, Apples, Quinces, Almonds, Raisins, Pistahs or Chesnuts, an abundant supply of each, as well as pieces of Satin of every color, Choghas of fur, Kinkhabs wrought with gold and silver, and Persian Carpets, altogether to the number of 101 pieces. All these articles the Shah will continue to send every year to the Maharajah.

ARTICLE 6TH.

Each party shall address the other on terms of equality.

ARTICLE 7TH.

Merchants of Affghanistan who will be desirous of trading to Lahore, Amritsur, or any other parts of the Maharajah's possessions, shall not be stopped or molested on their way; on the contrary, strict orders shall be issued to facilitate their intercourse, and the Maharajah engages to observe the same line of conduct on his part, in respect to traders who may wish to proceed to Affghanistan.

ARTICLE 8TH.

The Maharajah will yearly send to the Shah the following articles in the way of friendship, 55 pieces of Shawls, 25 pieces of Muslin, 11 Dopattahs, 5 pieces of Kinkhab, 5 Scarves, 5 Turbans, 55 loads of Bareh Rice (peculiar to Peshawur).

ARTICLE 9TH.

Any of the Maharajah's Officers who may be deputed to Affghanistan to purchase horses or on any other business, as well as those who may be sent by the Shah into the Punjaub for the purpose of

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purchasing Piece Goods or Shawls, &c., to the amount of 11,000 Rupees, will be treated by both sides with due attention, and every facility will be afforded to them in the execution of these commissions.

ARTICLE 10TH.

Whenever the armies of the two States may happen to be assembled at the same place, on no account shall the slaughter of kine be permitted to take place.

ARTICLE 11TH.

In the event of the Shah taking an auxiliary force from the Maharajah, whatever booty may be acquired from the Barakzais, in jewels, horses, arms, great and small, shall be equally divided between the two contracting parties. If the Shah should succeed in obtaining possession of their property without the assistance of the Maharajah's troops, the Shah agrees to send a portion of it by his own agent to the Maharajah in the way of friendship.

ARTICLE 12TH.

An exchange of missions charged with letters and presents shall constantly take place between the two parties.

ARTICLE 13TH.

Should the Maharajah require the aid of any of the Shah's troops "in furtherance of the objects contemplated by this Treaty," the Shah engages to send a force commanded by one of his principal officers; in like manner the Maharajah will furnish the Shah, when required, with an auxiliary force composed of Mahomedans, and commanded by one of his principal officers, as far as Cabool, in furtherance of the objects contemplated by this Treaty. When the Maharajah may go to Peshawur, the Shah will depute a Shahzadah to visit him, on which occasions the Maharajah will receive and dismiss him with the honor and consideration due to his rank and dignity.

ARTICLE 14TH.

The friends and enemies of each of the three high powers, that is to say, the British and Sikh Governments and Shah Shooja-ool-Moolk, shall be the friends and enemies of all.

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ARTICLE 15TH.

Shah Shooja-ool-Moolk engages, after the attainment of his object, to pay without fail to the Maharajah the sum of two lakhs of Rupees of the Nanukshahie or Kuldar currency, calculating from the date on which the Sikh troops may be despatched for the purpose of reinstating His Majesty in Cabool, in consideration of the Maharajah's stationing a force of not less than 5,000 men, Cavalry and Infantry, of the Mahomedan persuasion, within the limits of the Peshawur Territory, for the support of the Shah, and to be sent to the aid of His Majesty, whenever the British Government, in concert and counsel with the Maharajah, shall deem their aid necessary; and when any matter of great importance may arise to the westward, such measures will be adopted with regard to it as may seem expedient and proper at the time to the British and Sikh Governments. In the event of the Maharajah requiring the aid of any of the Shah's troops, a deduction will be made from the Subsidy proportioned to the period for which such aid may be afforded, and the British Government holds itself responsible for the punctual payment of the above sum annually to the Maharajah so long as the provisions of this Treaty are duly observed.

ARTICLE 16TH.

Shah Shooja-ool-Moolk agrees to relinquish for himself, his heirs, and successors all claims of supremacy and arrears of tribute over the country now held by the Ameers of Sinde (and which will continue to belong to the Ameers and their successors in perpetuity), on condition of the payment to him by the Ameers of such a sum as may be determined under the mediation of the British Government, fifteen lakhs of such payment being made over by him to Maharajah Runjeet Singh. On these payments being completed, Article 4 of the Treaty of the 12th of March 1833 will be considered cancelled, and the customary interchange of letters and suitable presents between the Maharajah and the Ameers of Sinde shall be maintained as heretofore.

ARTICLE 17TH.

When Shah Shooja-ool-Moolk shall have succeeded in establishing his authority in Affghanistan, he shall not attack or molest his nephew, the ruler of Herat, in the possession of the territories now subject to his Government.

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ARTICLE 18TH.

Shah Shooja-ool-Moolk binds himself, his heirs, and successors to refrain from entering into negociations with any Foreign State, without the knowledge and consent of the British and Sikh Governments, and to oppose any power having the design to invade the British or Sikh Territories by force of arms to the utmost of his ability.

The three Powers, parties to this Treaty, *viz.*, the British Government, Maharajah Runjeet Singh and Shah, Shooja-ool-Moolk, cordially agree to the foregoing Articles. There shall be no deviation from them, and in that case the present Treaty shall be considered binding for ever, and this Treaty shall come into operation from and after the date on which the seals and signatures of the three contracting parties shall have been affixed thereto.

*Done at Lahore, this* 26*th day of June, in the year of Our Lord* 1838, *corresponding with the* 15*th of the month of Asark* 1895—*Era of Bikarmajit.*

*Signed and sealed this* 25*th day of July, in the year A. D.* 1838, *at Simla.*

(Signed) AUCKLAND.

| Seal of the Governor-General. | Seal and Signature of Runjeet Singh. | Seal and Signature of Shah Shooja-ool-Moolk. |
|---|---|---|

## No. LXIV.

PROCLAMATION by the RIGHT HONORABLE the GOVERNOR-GENERAL of INDIA.

The British Government has ever been on terms of friendship with that of the Punjab.

In the year 1809, a Treaty of amity and concord was concluded between the British Government and the late Maha Rajah Runjeet Singh, the conditions of which have always been faithfully observed

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by the British Government, and were scrupulously fulfilled by the late Maha Rajah.

The same friendly relations have been maintained with the successors of Maha Rajah Runjeet Sing by the British Government up to the present time.

Since the death of the late Maha Rajah Shere Sing, the disorganized state of the Lahore Government has made it incumbent on the Governor-General in Council to adopt precautionary measures for the protection of the British Frontier. The nature of these measures and the cause of their adoption were at the time fully explained to the Lahore Durbar.

Notwithstanding the disorganized state of the Lahore Government during the last two years, and many most unfriendly proceedings on the part of the Durbar, the Governor-General in Council has continued to evince his desire to maintain the relations of amity and concord which had so long existed between the two States for the mutual interests and happiness of both. He has shown on every occasion the utmost forbearance from consideration to the helpless state of the infant Maha Rajah Dulleep Singh, whom the British Government had recognized as the successor to the late Maha Rajah Shere Sing.

The Governor-General in Council sincerely desired to see a strong Seikh Government re-established in the Punjab, able to control its army, and to protect its subjects. He had not, up to the present moment, abandoned the hope of seeing that important object effected by the patriotic efforts of the Chiefs and people of that country.

The Seikh Army recently marched from Lahore towards the British Frontier, as it was alleged by the orders of the Durbar, for the purpose of invading the British Territory.

The Governor-General's Agent, by direction of the Governor-General, demanded an explanation of this movement—and no reply being returned within a reasonable time, the demand was repeated. The Governor-General, unwilling to believe in the hostile intentions of the Seikh Government, to which no provocation had been given, refrained from taking any measures which might have a tendency to embarrass the Government of the Maha Rajah, or to induce collision between the two States.

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PUNJAB.
No. LXIV.

When no reply was given to the repeated demand for explanation, and while active military preparations were continued at Lahore, the Governor-General considered it necessary to order the advance of troops towards the Frontier to reinforce the Frontier posts.

The Seikh Army has now, without a shadow of provocation, invaded the British Territories.

The Governor-General must therefore take measures for effectually protecting the British Provinces—for vindicating the authority of the British Government, and for punishing the violators of Treaties and the disturbers of the public peace.

The Governor-General hereby declares the possessions of Maha Rajah Dulleep Sing on the left or British bank of the Sutlege confiscated and annexed to the British Territories.

The Governor-General will respect the existing rights of all jaghiredars, zemindars, and tenants in the said possessions, who, by the course they now pursue, evince their fidelity to the British Government.

The Governor-General hereby calls upon all the Chiefs and Sirdars in the protected territories to co-operate cordially with the British Government for the punishment of the common enemy, and for the maintenance of order in these States. Those of the Chiefs who show alacrity and fidelity in the discharge of this duty, which they owe to the protecting power, will find their interests promoted thereby, and those who take a contrary course will be treated as enemies to the British Government, and will be punished accordingly.

The inhabitants of all the territories on the left bank of the Sutlege are hereby directed to abide peaceably in their respective villages, where they will receive efficient protection by the British Government. All parties of men found in armed bands, who can give no satisfactory account of their proceedings, will be treated as disturbers of the public peace.

All subjects of the British Government and those who possess estates on both sides the River Sutlege, who, by their faithful adherence to the British Government, may be liable to sustain loss, shall be indemnified and secured in all their just rights and privileges.

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On the other hand, all subjects of the British Government, who shall continue in the service of the Lahore State, and who disobey this Proclamation by not immediately returning to their allegiance, will be liable to have their property on this side the Sutlege confiscated, and declared to be aliens and enemies of the British Government.

By order of the Right Honorable the Governor-General of India.

(Signed) F. CURRIE,
*Secretary to the Govt. of India,*
*with the Governor-General.*

CAMP LUSHKURREE KHAN KE SERAI,
*The 13th December* 1845.

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## No. LXV.

TREATY between the BRITISH GOVERNMENT and the STATE OF LAHORE.

Whereas the Treaty of amity and concord, which was concluded between the British Government and the late Maharajah Runjeet Sing, the Ruler of Lahore, in 1809, was broken by the unprovoked aggression, on the British Provinces, of the Sikh Army, in December last; and Whereas, on that occasion, by the Proclamation, dated 13th December, the territories then in the occupation of the Maharajah of Lahore, on the left or British bank of the River Sutlej, were confiscated and annexed to the British Provinces; and since that time hostile operations have been prosecuted by the two Governments, the one against the other, which have resulted in the occupation of Lahore by the British Troops; and Whereas it has been determined that, upon certain conditions, peace shall be re-established between the two Governments, the following Treaty of peace between the Honorable English East India Company and Maharajah Dhuleep Sing Bahadoor, and his children, heirs and successors, has been concluded on the part of the Honorable Company by Frederick Currie, Esquire, and Brevet-Major Henry Montgomery Lawrence, by virtue of full powers to

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PUNJAB. No. LXV.

that effect vested in them by the Right Hon'ble Sir Henry Hardinge, G. C. B., one of Her Britannic Majesty's Most Hon'ble Privy Council, Governor-General, appointed by the Hon'ble Company to direct and control all their affairs in the East Indies, and on the part of His Highness Maharajah Dhuleep Sing by Bhaee Ram Sing, Rajah Lal Sing, Sirdar Tej Sing, Sirdar Chuttur Sing Attareewalla, Sirdar Runjore Sing Majeethia, Dewan Deena Nath and Fakeer Noor-oodeen, vested with full powers and authority on the part of His Highness.

ARTICLE I.

There shall be perpetual peace and friendship between the British Government on the one part, and Maharajah Dhuleep Sing, his heirs and successors on the other.

ARTICLE II.

The Maharajah of Lahore renounces for himself, his heirs and successors, all claim to, or connection with, the territories lying to the south of the River Sutlej, and engages never to have any concern with those territories or the inhabitants thereof.

ARTICLE III.

The Maharajah cedes to the Honorable Company, in perpetual sovereignty, all his forts, territories and rights in the Doab or country, hill and plain, situated between the Rivers Beas and Sutlej.

ARTICLE IV.

The British Government having demanded from the Lahore State, as indemnification for the expenses of the War, in addition to the cession of territory described in Article III., payment of one and half crore of Rupees, and the Lahore Government, being unable to pay the whole of this sum at this time, or to give security satisfactory to the British Government for its eventual payment, the Maharajah cedes to the Hon'ble Company, in perpetual sovereignty, as equivalent for one crore of Rupees, all his forts, territories, rights and interests in the hill countries, which are situated between the Rivers Beas and Indus, including the Provinces of Cashmere and Hazarah.

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ARTICLE V.

The Maharajah will pay to the British Government the sum of 50 lakhs of Rupees on or before the ratification of this Treaty.

ARTICLE VI.

The Maharajah engages to disband the mutinous troops of the Lahore Army, taking from them their arms—and His Highness agrees to re-organize the Regular or Aeen Regiments of Infantry, upon the system, and according to the Regulations as to pay and allowances, observed in the time of the late Maharajah Runjeet Sing. The Maharajah further engages to pay up all arrears to the soldiers that are discharged, under the Provisions of this Article.

ARTICLE VII.

The Regular Army of the Lahore State shall henceforth be limited to 25 Battalions of Infantry, consisting of 800 bayonets each—with twelve thousand Cavalry—this number at no time to be exceeded without the concurrence of the British Government. Should it be necessary at any time—for any special cause—that this Force should be increased, the cause shall be fully explained to the British Government, and when the special necessity shall have passed, the regular troops shall be again reduced to the standard specified in the former Clause of this Article.

ARTICLE VIII.

The Maharajah will surrender to the British Government all the guns—thirty-six in number—which have been pointed against the British Troops—and which, having been placed on the right bank of the River Sutlej, were not captured at the battle of Subraon.

ARTICLE IX.

The control of the Rivers Beas and Sutlej, with the continuations of the latter river, commonly called the Gurrah and the Punjnud, to the confluence of the Indus at Mithunkote—and the control of the Indus from Mithunkote to the borders of Beloochistan, shall, in respect to tolls and ferries, rest with the British Government. The provisions of this Article shall not interfere with the passage of boats belonging to the Lahore Government on the said rivers, for the

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purposes of traffic or the conveyance of passengers up and down their course. Regarding the ferries between the two countries respectively, at the several ghâts of the said rivers, it is agreed that the British Government, after defraying all the expenses of management and establishments, shall account to the Lahore Government for one-half of the net profits of the ferry collections. The provisions of this Article have no reference to the ferries on that part of the River Sutlej which forms the boundary of Bhawulpore and Lahore respectively.

### Article X.

If the British Government should, at any time, desire to pass troops through the territories of His Highness the Maharajah, for the protection of the British Territories, or those of their Allies, the British Troops shall, on such special occasion, due notice being given, be allowed to pass through the Lahore Territories. In such case the Officers of the Lahore State will afford facilities in providing supplies and boats for the passage of rivers, and the British Government will pay the full price of all such provisions and boats, and will make fair compensation for all private property that may be endamaged. The British Government will, moreover, observe all due consideration to the religious feelings of the inhabitants of those tracts through which the army may pass.

### Article XI.

The Maharajah engages never to take or to retain in his service any British subject—nor the subject of any European or American State —without the consent of the British Government.

### Article XII.

In consideration of the services rendered by Rajah Golab Sing, of Jummoo, to the Lahore State, towards procuring the restoration of the relations of amity between the Lahore and British Governments, the Maharajah hereby agrees to recognize the Independent Sovereignty of Rajah Golab Sing in such territories and districts in the hills as may be made over to the said Rajah Golab Sing, by separate Agreement between himself and the British Government, with the dependencies thereof, which may have been in the Rajah's possession since the

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time of the late Maharajah Khurruck Sing, and the British Government, in consideration of the good conduct of Rajah Golab Sing, also agrees to recognize his independence in such territories, and to admit him to the privileges of a separate Treaty with the British Government.

ARTICLE XIII.

In the event of any dispute or difference arising between the Lahore State and Rajah Golab Sing, the same shall be referred to the arbitration of the British Government, and by its decision the Maharajah engages to abide.

ARTICLE XIV.

The limits of the Lahore Territories shall not be, at any time, changed without the concurrence of the British Government.

ARTICLE XV.

The British Government will not exercise any interference in the internal administration of the Lahore State—but in all cases or questions which may be referred to the British Government, the Governor-General will give the aid of his advice and good offices for the furtherance of the interests of the Lahore Government.

ARTICLE XVI.

The subjects of either State shall, on visiting the territories of the other, be on the footing of the subjects of the most favored nation.

This Treaty, consisting of sixteen Articles, has been this day settled by Frederick Currie, Esquire, and Brevet-Major Henry Montgomery Lawrence, acting under the directions of the Right Hon'ble Sir Henry Hardinge, G. C. B., Governor-General, on the part of the British Government, and by Bhaee Ram Sing, Rajah Lal Sing, Sirdar Tej Sing, Sirdar Chutter Sing Attareewalla, Sirdar Runjore Sing Majeethia, Dewan Deena Nath, and Fuqueer Noorooddeen, on the part of the Maharajah Dhuleep Sing, and the said Treaty has been this day ratified by the Seal of the Right Hon'ble Sir Henry Hardinge,

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PUNJAB. No. LXVI.

G. C. B., Governor-General, and by that of His Highness Maharajah Dhuleep Sing.

*Done at Lahore, this Ninth day of March, in the year of Our Lord One Thousand Eight Hundred and Forty-Six, corresponding with the Tenth day of Rubbee-ool-awul,* 1262 *Hijree, and ratified on the same date.*

(Signed) H. HARDINGE. [L. S.]

(Signed) MAHARAJAH DHULEEP SING. [L. S.]
„ BHAEE RAM SING. [L. S.]
„ RAJAH LAL SING. [L. S.]
„ SIRDAR TEJ SING. [L. S.]
„ SIRDAR CHUTTUR SING ATTAREEWALLA. [L. S.]
„ SIRDAR RUNJORE SING MAJEETHIA. [L. S.]
„ DEWAN DEENA NATH. [L. S.]
„ FUQUEER NOOROODDEEN. [L. S.]

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## No. LXVI.

ARTICLES of AGREEMENT concluded between the BRITISH GOVERNMENT and the LAHORE DURBAR, on the 11th March 1846.

Whereas the Lahore Government has solicited the Governor-General to leave a British Force at Lahore, for the protection of the Maharajah's person and of the Capital, till the re-organization of the Lahore Army, according to the provisions of Article VI. of the Treaty of Lahore, dated the 9th instant; and Whereas the Governor-General has, on certain conditions, consented to the measure; and Whereas it is expedient that certain matters concerning the territories ceded by Articles III. and IV. of the aforesaid Treaty should be specifically determined, the following eight Articles of Agreement have this day been concluded between the aforementioned contracting parties.

### ARTICLE I.

The British Government shall leave at Lahore, till the close of the current year, A. D. 1846, such force as shall seem to the Governor-

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General adequate for the purpose of protecting the person of the Maharajah and the inhabitants of the City of Lahore, during the re-organization of the Sikh Army, in accordance with the provisions of Article VI. of the Treaty of Lahore. That force to be withdrawn at any convenient time before the expiration of the year, if the object to be fulfilled shall, in the opinion of the Durbar, have been attained—but the force shall not be detained at Lahore beyond the expiration of the current year.

ARTICLE II.

The Lahore Government agrees that the force left at Lahore for the purpose specified in the foregoing Article, shall be placed in full possession of the Fort and the City of Lahore, and that the Lahore troops shall be removed from within the City. The Lahore Government engages to furnish convenient quarters for the Officers and men of the said force—and to pay to the British Government all the extra expenses in regard to the said force, which may be incurred by the British Government, in consequence of the troops being employed away from their own Cantonments, and in a Foreign Territory.

ARTICLE III.

The Lahore Government engages to apply itself immediately and earnestly to the re-organization of its army according to the prescribed conditions, and to communicate fully with the British Authorities left at Lahore, as to the progress of such re-organization, and as to the location of the troops.

ARTICLE IV.

If the Lahore Government fails in the performance of the conditions of the foregoing Article, the British Government shall be at liberty to withdraw the force from Lahore at any time before the expiration of the period specified in Article I.

ARTICLE V.

The British Government agrees to respect the bonâ fide rights of those jaghiredars, within the territories ceded by Articles III. and IV. of the Treaty of Lahore, dated 9th instant, who were attached to the families of the late Maharajahs Runjeet Sing, Kurruk Sing, and Shere

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PUNJAB. No. LXVI.

Sing—and the British Government will maintain those jaghiredars in their bonâ fide possessions during their lives.

ARTICLE VI.

The Lahore Government shall receive the assistance of the British Local Authorities in recovering the arrears of revenue, justly due to the Lahore Government from the kardars and managers in the territories ceded by the provisions of Articles III. and IV. of the Treaty of Lahore, to the close of the khurreef harvest of the current year, *viz.*, 1902 of the Sumbut Bikramajeet.

ARTICLE VII.

The Lahore Government shall be at liberty to remove from the forts, in the territories specified in the foregoing Article, all treasure and State property, with the exception of guns. Should however the British Government desire to retain any part of the said property, they shall be at liberty to do so, paying for the same at a fair valuation, and the British Officers shall give their assistance to the Lahore Government in disposing on the spot of such part of the aforesaid property as the Lahore Government may not wish to remove, and the British Officers may not desire to retain.

ARTICLE VIII.

Commissioners shall be immediately appointed by the two Governments to settle and lay down the boundary between the two States, as defined by Article IV. of the Treaty of Lahore, dated March 9th, 1846.

(Signed) H. HARDINGE. [L. S.]

(Signed) MAHARAJAH DHULEEP SING. [L. S.]
„ BHAEE RAM SING. [L. S.]
„ RAJAH LAL SING. [L. S.]
„ SIRDAR TEJ SING. [L. S.]
„ SIRDAR CHUTTUR SING ATTAREEWALLA. [L S.]
„ SIRDAR RUNJORE SING MAJEETHIA. [L. S.]
„ DEWAN DEENA NATH. [L. S.]
„ FUQUEER NOOROODDEEN. [L. S.]

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## No. LXVII.

ARTICLES of AGREEMENT concluded between the BRITISH GOVERNMENT and the LAHORE DURBAR, on the 16th December 1846.

Whereas the Lahore Durbar and the principal Chiefs and Sirdars of the State have in express terms communicated to the British Government their anxious desire that the Governor-General should give his aid and assistance to maintain the administration of the Lahore State during the minority of Maharajah Dulleep Sing, and have declared this measure to be indispensable for the maintenance of the Government; and Whereas the Governor-General has, under certain conditions, consented to give the aid and assistance solicited, the following Articles of Agreement, in modification of the Articles of Agreement executed at Lahore on the 11th March last, have been concluded on the part of the British Government by Frederick Currie, Esquire, Secretary to Government of India, and Lieutenant-Colonel Henry Montgomery Lawrence, C. B., Agent to the Governor-General, North West Frontier, by virtue of full powers to that effect vested in them by the Right Honorable Viscount Hardinge, G. C. B., Governor-General, and on the part of His Highness Maharajah Dulleep Sing, by Sirdar Tej Sing, Sirdar Shere Sing, Dewan Dena Nath, Fukeer Nooroodeen, Rai Kishen Chund, Sirdar Runjore Sing Majethea, Sirdar Utter Sing Kaleewalla, Bhaee Nidhan Sing, Sirdar Khan Sing Majethea, Sirdar Shumshere Sing, Sirdar Lall Sing Morarea, Sirdar Kher Sing Sindhanwalla, Sirdar Urjun Sing Rungrungalea, acting with the unanimous consent and concurrence of the Chiefs and Sirdars of the State assembled at Lahore.

### ARTICLE I.

All and every part of the Treaty of peace between the British Government and the State of Lahore, bearing date the 9th day of March 1846, except in so far as it may be temporarily modified in respect to Clause 15 of the said Treaty by this engagement, shall remain binding upon the two Governments.

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PUNJAB.
No. LXVII.

ARTICLE II.

A British Officer, with an efficient establishment of assistants, shall be appointed by the Governor-General to remain at Lahore, which Officer shall have full authority to direct and control all matters in every department of the State.

ARTICLE III.

Every attention shall be paid in conducting the administration to the feelings of the people, to preserving the national institutions and customs, and to maintaining the just rights of all classes.

ARTICLE IV.

Changes in the mode and details of administration shall not be made, except when found necessary for effecting the objects set forth in the foregoing Clause, and for securing the just dues of the Lahore Government. These details shall be conducted by native officers as at present, who shall be appointed and superintended by a Council of Regency composed of leading Chiefs and Sirdars acting under the control and guidance of the British Resident.

ARTICLE V.

The following persons shall in the first instance constitute the Council of Regency, *viz.*, Sirdar Tej Sing, Sirdar Shere Sing Attareewalla, Dewan Dena Nath, Fukeer Nooroodeen, Sirdar Runjore Sing Majethea, Bhaee Nidhan Sing, Sirdar Utter Sing Kaleewalla, Sirdar Shumshere Sing Sindhanwalla, and no change shall be made in the persons thus nominated, without the consent of the British Resident, acting under the orders of the Governor-General.

ARTICLE VI.

The administration of the country shall be conducted by this Council of Regency in such manner as may be determined on by themselves in consultation with the British Resident, who shall have full authority to direct and control the duties of every department.

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ARTICLE VII.

A British Force of such strength and numbers, and in such positions as the Governor-General may think fit, shall remain at Lahore for the protection of the Maharajah and the preservation of the peace of the country.

ARTICLE VIII.

The Governor-General shall be at liberty to occupy with British Soldiers any fort or military post in the Lahore Territories, the occupation of which may be deemed necessary by the British Government, for the security of the capital or for maintaining the peace of the country.

ARTICLE IX.

The Lahore State shall pay to the British Government twenty-two lakhs of New Nanuck Shahee Rupees of full tale and weight per annum for the maintenance of this force, and to meet the expenses incurred by the British Government. Such sum to be paid by two instalments, or 13,20,000 in May or June, and 8,80,000 in November or December of each year.

ARTICLE X.

Inasmuch as it is fitting that Her Highness the Maharanee, the mother of Maharajah Dulleep Sing, should have a proper provision made for the maintenance of herself and dependants, the sum of one lakh and fifty thousand Rupees shall be set apart annually for that purpose, and shall be at Her Highness' disposal.

ARTICLE XI.

The provisions of this Engagement shall have effect during the minority of His Highness Maharajah Dulleep Sing, and shall cease and terminate on His Highness attaining the full age of sixteen years, or on the 4th September of the year 1854, but it shall be competent to the Governor-General to cause the arrangement to cease at any period prior to the coming of age of His Highness, at which the

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PUNJAB. No. LXVII.

Governor-General and the Lahore Durbar may be satisfied that the interposition of the British Government is no longer necessary for maintaining the Government of His Highness the Maharajah.

*This Agreement, consisting of eleven Articles, was settled and executed at Lahore by the Officers and Chiefs and Sirdars above-named, on the 16th day of December* 1846.

(Signed) F. CURRIE.
„ H. M. LAWRENCE.

(Signed) SIRDAR TEJ SING. [L. S.]
„ SIRDAR SHERE SING. [L. S.]
„ DEWAN DENA NATH. [L. S.]
„ FUKEER NOOROODEEN. [L. S.]
„ RAE KISHEN CHUND. [L. S.]
„ SIRDAR RUNJORE SING MAJETHEA. [L. S.]
„ SIRDAR UTTER SING KALEEWALLA. [L. S.]
„ BHAEE NIDHAN SING. [L. S.]
„ SIRDAR KHAN SING MAJETHEA. [L. S.]
„ SIRDAR SHUMSHERE SING. [L. S.]
„ SIRDAR LAL SING MORAREA. [L. S.]
„ SIRDAR KHER SING SINDHANWALLA. [L. S.]
„ SIRDAR URJUN SING RUNGRUNGALEA. [L. S.]

(Signed) HARDINGE. L. S.

L. S. (Signed) DULLEEP SING.

Ratified by the Right Honorable the Governor-General, at Bhyrowal Ghât, on the left bank of the Beeas, the Twenty-Sixth day of December One Thousand Eight Hundred and Forty-Six.

(Signed) F. CURRIE,
*Secy. to the Govt. of India.*

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## No. LXVIII.

TERMS granted to, and accepted by, MAHARAJAH DULLEEP SING.

Terms granted to the Maharajah Dulleep Sing Bahadoor, on the part of the Honorable East India Company, by Henry Meirs Elliot, Esq., Foreign Secretary to the Government of India, and Lieutenant-Colonel Sir Henry Montgomery Lawrence, K. C. B., Resident, in virtue of full powers vested in them by the Right Honorable James, Earl of Dalhousie, Knight of the Most Ancient and Most Noble Order of the Thistle, one of Her Majesty's Most Honorable Privy Council, Governor-General appointed by the Honorable East India Company to direct and control all their affairs in the East Indies, and accepted on the part of His Highness the Maharajah, by Rajah Tej Sing, Rajah Deena Nath, Bhaee Nidhan Sing, Fukeer Noorooddeen, Gundur Sing, Agent of Sirdar Shere Sing Sindhanwalla, and Sirdar Lall Sing, Agent and son of Sirdar Utter Sing Kaleanwalla, Members of the Council of Regency, invested with full power and authority on the part of His Highness.

1*st.*—His Highness the Maharajah Dulleep Sing shall resign for himself, his heirs, and his successors, all right, title, and claim to the sovereignty of the Punjab, or to any sovereign power whatever.

2*nd.*—All the property of the State, of whatever description and wheresoever found, shall be confiscated to the Honorable East India Company, in part payment of the debt due by the State of Lahore to the British Government, and of the expenses of the war.

3*rd.*—The Gem called the Koh-i-noor, which was taken from Shah Shooja-ool-Moolk by Maharajah Runjeet Sing, shall be surrendered by the Maharajah of Lahore to the Queen of England.

4*th.*—His Highness Dulleep Sing shall receive from the Honorable East India Company, for the support of himself, his relatives, and the servants of the State, a pension not less than four and not exceeding five lakhs of Company's Rupees per annum.

5*th.*—His Highness shall be treated with respect and honor. He shall retain the title of Maharajah Dulleep Sing Bahadoor, and he shall continue to receive, during his life, such portion of the above-named pension as may be allotted to himself personally, provided

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he shall remain obedient to the British Government, and shall reside at such place as the Governor-General of India may select.

*Granted and accepted at Lahore, on the 29th of March* 1849, *and ratified by the Right Honorable the Governor-General on the 5th April* 1849.

(Signed) MAHARAJAH DULLEEP SING. L. S.

„ RAJAH TEJ SING. L. S.

(Signed) DALHOUSIE. L. S.

(Signed) RAJAH DEENA NATH. L. S.

„ H. M. ELLIOT. L. S.

(Signed) BHAEE NIDHAN SING. L. S.

„ H. M. LAWRENCE. L. S.

(Signed) FUKEER NOOROODDEEN. L. S.

„ GUNDUR SING. L. S.
*Agent of Sirdar Shere Sing, Sindhanwalla.*

„ SIRDAR LALL SING, L. S.
*Agent and Son of Sirdar Uttur Sing Kaleanwalla.*

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# CIS-SUTLEJ STATES AND DELHI TERRITORY.

*From Reports of Punjab Government and Original Papers in the Foreign Office.*

THE establishment of the British Power in the Cis-Sutlej States dates from the Treaty with Runjeet Sing of 25th April 1809, by the 2nd Article of which Runjeet Sing engaged neither to commit nor suffer any encroachments on the possessions or rights of the Chiefs on the left bank of the Sutlej. On 3rd May 1809, a Proclamation (No. LXIX.) was issued, extending the protection of the British Government to the Chiefs of Sirhind and Malwa, without demand of tribute, requiring service in time of war, and defining generally the relation of the Protected States to the British Government. The general scope of the Proclamation of 1809 was to establish the Chiefs in the States they held before they were received under British protection. Relieved of their fear of Runjeet Sing, however, the stronger Chiefs began to encroach on the weaker, and in August 1811 it was found necessary to issue a second Proclamation (No. LXX.), directing the restoration of such usurped estates, and prohibiting such encroachments.

After the first Sikh War, the relations of the British Government with the Chiefs of the Cis-Sutlej States were entirely changed. With exception of nine of the larger States,* all the Chiefs were deprived of their sovereign powers, and in lieu of the military service which they were bound to render they were required to pay a Commutation Tax, fixed at the rate of two annas in the Rupee, or 12½ per cent. on their income. The States of Dyalgurh and Raikôt have since lapsed to the British Government, and the direct management of Mumdôt has been assumed by Government in consequence of the

*Puttiala.
Jheend.
Nabha.
Kulsiah.
Maleir Kotla.
Furreedkôt.
Dyalgurh.
Mumdôt.
Raikôt.

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CIS-SUTLEJ STATES AND DELHI TERRITORY.

misconduct of the Chief. Of the territory taken under protection in 1809, lands now assessed at Rupees 4,97,485 have lapsed to the British Government from failure of heirs, and lands assessed at Rupees 8,90,477 have been confiscated. Out of the territory thus acquired, jaghires worth Rupees 75,961 have been granted.

## PUTTIALA.

This is the largest of the Sikh States. The founder of the family emigrated from the Manjha, and carved out a principality for himself about a century ago. The Maharajah belongs to the Jât tribe, but he is a Sikh. The immediate ancestor was Choudhree Phool, who founded a village in the Nabha Territory, called after his name. His two sons, Tiloka and Rama, became founders of a dynasty of Princes. The Maharajah is descended from Rama. As Sovereigns, the family have been established in the Cis-Sutlej States about five generations.

During the Nipal War the Puttiala Chief aided the British Government with troops, and on the conclusion of the war, Sunnuds (Nos. LXXI. and LXXII.) were granted to him, conferring on him portions of the Keonthul and Bughat States, yielding a reveuue of Rupees 35,000, on payment of two lakhs and eighty thousand Rupees.

In 1830 the hill territory of Simla was obtained from Puttiala in exchange for three villages in Pergunnah Burrowlee. After this, nothing of importance occurred in the relations of the British Government with this Chief, until the winter of 1845-46, when the Khalsah Army invaded the Cis-Sutlej Territories. On that occasion the Maharajah obtained for his services during the campaign the gift of a portion of the territory confiscated from the Rajah of Nabha in consequence of his misconduct.

In 1847, at the request of the Maharajah, a Sunnud (No. LXXIII.) was conferred on His Highness, confirming him for ever in his ancient States and those granted by the British Government, with all rights thereto pertaining. The Chief was enjoined to do justice and to promote the welfare of his subjects, while the latter were to consider the Chief their rightful lord and master. The Maharajah on his part relinquished for himself and successors all right to levy excise

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and transit duties, and engaged to suppress suttee, infanticide, and slave-dealing, to attend in person with his forces should the Cis-Sutlej Territories be invaded by an enemy, while the British Government gave up all claims to tribute, revenue, or commutation in lieu of troops or otherwise. The Maharajah during this year received an additional grant of territory confiscated from the Lahore Durbar, amounting to Rupees 10,000, in perpetuity, in consideration of his having given up customs and transit duties. It was impressed on the Maharajah that no mutilation would be allowed within his territory.

During the Mutiny of 1857, Maharajah Nurender Sing aided the British Government by furnishing an auxiliary force, which proceeded to Delhi and kept open communication on the Grand Trunk Road. He also sent troops to Gwalior and Dholpoor, and helped the Government with money. For these services he has received from the British Government, besides other rewards, the Narnoul Division of the Jhujjur Territory in perpetual sovereignty, yielding a revenue of Rupees 2,00,000 per annum, on condition of political and military service at any time of general danger or disturbance. In addition to this, the British Government has ceded to the Maharajah jurisdiction over Bhudour, and the right of escheats and reversion of lapsed estates therein, together with the annual Commutation Tax, amounting to Rupees 5,265 per annum.

In 1860, a new Sunnud (No. LXXIV.) was given to the Maharajah, under which he and his successors are to exercise sovereign powers over their ancestral and acquired possessions, and all dependents and feudatories of every degree are bound to render obedience. The British Government engaged never to demand any tribute on account of revenue, service, or on any other plea. They also conferred on the Maharajah the right of adoption, in default of direct heirs, but in case of the Chief dying without male issue, and without adopting a successor, nuzzuranahs are to be paid to the British Government. The power of life and death has been conceded to the Maharajah over his own subjects. He is bound to co-operate with the British Forces on an enemy appearing, and to provide carriage and supplies. He is also required to furnish material for railways and communications, on payment, and to grant lands free for such works.

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CIS-SUTLEJ STATES AND DELHI TERRITORY.

More recently a portion of the Kanoud Pergunnah of the Jhujjur Territory and the Talooqa of Khumaoon were sold to the Maharajah in perpetual sovereignty, in liquidation of debts due to him by the British Government, and in payment of the large interest due on loans. For these transfers a Supplementary Sunnud (No. LXXV.) was granted.

The territories of the Maharajah comprise an area of 5,412 square miles, and contain a population of 1,586,000. The estimated revenue is Rupees 30,00,000. These territories include the ancestral possessions of the Maharajah, and the additional districts granted by the British Government.

Maharajah Nurender Sing was invested, on the 1st November 1861, with the Insignia of the Most Exalted Order of the Star of India, and on the 5th March 1862, the right of adoption conferred by Sunnud of the 5th May 1860, was confirmed (No. LXXVI.) The Maharajah died suddenly on 14th November 1862. His son and successor is twelve years of age.

The Maharajah furnishes a Contingent of 100 Horse for general duty. He is entitled to a salute of seventeen guns.

## JHEEND.

The Chief of this State belongs to the same clan as the Maharajah of Puttiala, and is descended from the same common ancestor. Like the Maharajah, he is also a Sikh. The family have been established as Sovereigns about a century. The Rajah and his ancestors have always been most steady adherents of the British Government. Among the foremost and most sincere of those who proffered their allegiance to the British Government, after the overthrow of the Mahrattas, was Bhag Sing, then Chief of Jheend. The good offices of this Chief were not unimportant in the negotiations which followed the advance of Lord Lake in pursuit of Holkar to the banks of the Beas. Bhag Sing was the maternal uncle of Runjeet Sing of Lahore. Lord Lake confirmed to the Rajah the grants of land he held under the Emperors of Delhi, or under Scindia, and as a special reward conferred on him in addition Khurkondah and Bhuwanee, each worth about Rupees 25,000 annually. The Rajah also received jointly with Bhace Lal Sing of

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Kaithul the grant of Bursut Furreedpore, in Paneeput, worth about Rupees 70,000. These grants were, however, for life only, and have many years ago lapsed to the British Government. After the Sutlej Campaign, the Governor-General bestowed a grant of lands, not exceeding Rupees 3,000 a year, on the Rajah of Jheend, as a mark of satisfaction with his conduct.

In 1847 the Chief of Jheend received a Sunnud (No. LXXVII.) from the British Government, similar to that given to the Maharajah of Puttiala. During this year the Rajah received an additional grant of land confiscated from the Lahore Government, yielding Rupees 1,000 per annum, in perpetuity, in consideration of his having abolished customs and transit duties.

In 1857 the Rajah of Jheend was the first person who marched against the mutineers at Delhi. His troops acted as the vanguard of the army. He remained in the British Camp before Delhi until the re-occupation of the city, and a portion of his troops also took part in the assault. For these services he received a grant of additional territory, yielding Rupees 1,16,813 per annum, on condition of fidelity and political and military service in time of difficulty and danger.

In 1860 the Rajah received a new Sunnud (No. LXXVIII.), similar to that given to the Maharajah of Puttiala, including the privilege of adoption, which privilege was specially confirmed by another Sunnud (No. LXXIX.) By a subsequent Sunnud (No. LXXX.) the Rajah was allowed to purchase a portion of the Kanoud Tuhseel of the Jhujjur Territory, on payment of nuzzuranah.

The Rajah supplies a Contingent of 50 Sowars for general duty. He receives a salute of eleven guns.

The Jheend Territory comprises an area of 1,236 square miles, and has a population of 311,000 souls. It consists of the ancient family possessions added to the later grants of the British Government. The estimated revenue is Rupees 4,00,000 per annum. The predecessor of the present Chief, Rajah Sungut Sing, died without issue, and the present Rajah did not succeed to the Chiefship without a struggle. At one time his claims were denied, and the principality was declared an escheat. But eventually his right, though a collateral, to all the possessions of the family held by

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Rajah Gujput Sing, the common ancestor, was admitted. But all subsequent accession of territory acquired by Rajahs Bhag Sing and Sungut Sing, amounting to one-half of the principality, was declared an escheat, so that the present Rajah Suroop Sing does not enjoy the united possessions of his family, but only the first conquests made by his ancestor, Rajah Gujput Sing, added, as above stated, to the later grants of the British Government.

## NABHA.

The Chief of Nabha is descended from the same stock as the Rajah of Jheend, but belongs to the elder branch of the family. Nothing important occurred in the relations of the British Government with this State, until the period of the first Sikh War, when Rajah Devindur Sing, then reigning Chief, withheld supplies, and systematically neglected to attend to the requisitions of the Governor-General's Agent. The Chief was deposed, and a pension of Rupees 50,000 per annum assigned to him from the resources of the Nabha State. The Ex-Chief is now residing under surveillance at Lahore. His eldest son was placed in power. All transit duties were abolished, except the customs of the town of Nabha, over which the local officers were to continue to have full authority. One-fourth of the territory, less Rupees 12,200, was confiscated, and a portion was divided equally between the Maharajah of Puttiala and the Rajah of Furreedkôt, in reward for their services. In all domestic affairs the young Rajah was to be independent, during good conduct and good management.

No further changes occurred until 1857. During that year the present Chief, Bhurpore Sing, rendered important services to the British Government, and was rewarded by a grant of lands out of the Jhujjur Territory, yielding a lakh and six thousand Rupees per annum, on condition of political and military service at any time of general danger or disturbance.

On the occasion of the Governor-General's visit to the Punjab, the Rajah received a similar Sunnud (No. LXXXI.) to those given to the Puttiala and Jheend Chiefs, including the right of adoption. A later Sunnud (No. LXXXII.), conferring the right of adoption, was also granted. Subsequently the Rajah was allowed to

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purchase a portion of the Kanoud Tuhseel of the Jhujjur District, in liquidation of a debt due to him from the British Government, and he received a Supplementary Sunnud (No. LXXXIII.) on this account

The Rajah does not furnish any Contingent for general duty, the value thereof having been included in the portion of the territory of that State adjudged to be confiscated after the Sutlej Campaign. He receives a salute of eleven guns.

The Nabha Territory has an area of 863 square miles, and a population of 276,000 souls, and an estimated revenue of Rupees 4,00,000.

## KULSIAH.

This family came originally from Kulsiah, a village in the Manjha. At the time of the extension of the British protection to the Cis-Sutlej States, a copy of the Proclamation issued by Sir D. Ochterlony was not sent to Jodh Sing, then reigning Chief, as his disposition towards the British Government continued doubtful; and it was proposed that, if the Chief continued indifferent to British protection, and determined to unite himself with Runjeet Sing, he should be declared an enemy and dispossessed of his territories. After two months, however, that turbulent Chief followed the example of others, and was assured of protection.

Sirdar Sobha Sing died on the 14th February 1858, and the British Government recognized his son, Luhna Sing, as his heir and successor. He has received a Sunnud (No XVIII.), conferring on him the right of adoption.

The revenue of the Kulsiah State is estimated at Rupees 1,30,000 per annum. It has an area of 155 square miles, and a population of 62,000 souls.

This Chief receives a money payment of Rupees 2,851 per annum from the British Government, as compensation for loss of customs duties abolished. This has been granted in perpetuity.

## MALEIR KOTLA.

This family originally came from Cabool. The ancestors of the present Chief occupied positions of trust in the Sirhind Province under

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the Mogul Emperors, and gradually became independent, as the Mogul Dynasty sank into decay. The family is somewhat older than the Sikh families of Puttiala, Jheend, and Nabha, by which it is surrounded. The Chief of this State joined Lord Lake with his followers, and the protection of the British Government was extended to this principality at the same time as to the other States. The present Chief of the family is Nawab Secunder Ali Khan, who succeeded his father in 1858. He has no issue, but he has been assured by Sunnud (No. LXXXIV.) that any succession to his State, which may be in conformity with Mahomedan law, will be respected. The near relations of the Chief enjoy a share in the family estates, and exercise sovereign powers therein, subject to a general subordination to the Nawab.

This State furnishes a Contingent of 25 Horsemen for general service, and receives a compensation from Government, amounting to Rupees 2,500 per annum, which has been granted, in perpetuity, on account of customs duties abolished. The Chief receives a salute of nine guns.

Area of Maleir Kotla, 165 square miles; population, 46,200 souls; estimated revenue, Rupees 1,00,000.

## FURREEDKÔT.

The territory of the Furreedkôt State consists of two portions, *viz.*, Furreedkôt Proper and Kôt-Kupoorah. It is situated to the south-west of the Ferozepore District, and borders to the south-east on Puttiala. It contains an area of 643 square miles; its population is about 51,000 souls, and its revenue probably amounts to Rupees 75,000 per annum. The Chief of this State belongs to the Burar Jât tribe, one of whom, named Bhullun, in the time of the Emperor Akbar, acquired great influence, and laid the foundation of the greatness of his house. His nephew built the Fort of Kôt-Kupoorah, and made himself an independent ruler. Early in the present century, the Kôt-Kupoorah Pergunnah was seized by the Lahore Dewan, Mokum Chund, and on the occasion of the Sikh War in 1846, it was confiscated by the British Government. But in reward for his attachment to the British cause, and for the aid he rendered to the British Forces at Moodkee, during the Sutlej Campaign in 1845-46, the Furreedkôt Chief was raised to the rank of Rajah, and the ancestral estate of Kôt-Kupoorah was conferred on him in jaghire.

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In lieu of customs abolished, the British Government agreed to pay to the Rajah the annual sum of Rupees 2,000, and at the same time as there were many rent-free holdings in the Kôt-Kupoorah Estate which would lapse to the British Government, an arrangement was made by which each rent-free holding, as it lapsed, was made over to the Rajah, and a corresponding reduction was made in the amount of compensation for customs.

No Contingents are furnished, and no tribute is paid to the British Government, but the Rajah keeps up a small force of 50 Horse and 100 Foot.

For the Rajah's services during the mutiny, he has been exempted from service of 10 Sowars which he used formerly to furnish. He receives a salute of eleven guns. The right of adoption has been conceded to him by Sunnud (No. XVIII.)

Furreedkôt is at present under the political jurisdiction of the Commissioner of the Lahore Division.

## MINOR CIS-SUTLEJ CHIEFS.

When the Minor Cis-Sutlej Chiefs were deprived of their sovereign powers, the police management of their estates was assumed by the British Government, all customs duties were abolished without compensation, except in the case of the Nawab of Koonjpoora and the Meer of Kotahar, and the Chiefs were reduced to the rank of ordinary jaghiredars. But in consideration of these great changes, some privileges of person and property were extended to a limited number of the Chiefs for their lives. Cases in which the cause of action had arisen before the 8th June 1849, were declared not to be cognizable by the Civil and Revenue Courts. For criminal offences committed previous to January 1847, the Chiefs were declared amenable only to the Commissioner as Political Agent. For any criminal offence committed since January 1847, the Chiefs were declared exempt from arrest for their lives, and their family houses from police interference, except in capital cases or heinous offences against person and property, for which they were to be responsible only to the Commissioner. For any civil claims presented to the Civil or Revenue Courts, the Chiefs were declared to be exempt from personal arrest, and their dwellings from attachment. The landed estates of such Chiefs being liable to lapse to the British

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Government in default of male heirs, were declared to be only subject to attachment for rents and profits under decree of Court during the life-time of incumbents. All estates shared between the disfranchised and the Sovereign Chiefs were brought under the civil, revenue, and criminal jurisdiction of the British Government, but exchanges might be effected of such coparcenary tenures.

In 1857 all these Chiefs rendered services to the British Government, and as a reward Government has sanctioned a permanent reduction in twenty-three estates of Rupees 21,416 per annum in the amount payable in commutation for personal service.

More recently thirteen of the more influential Chiefs have been appointed Jaghiredar Magistrates, with jurisdiction over their own estates, and in some instances over contiguous Government villages.

Succession to these Estates is governed by the following rules :—

1*st.*—That no widow shall succeed.

2*nd.*—That no descendants in the female line shall inherit.

3*rd.*—That on failure of a direct male heir, a collateral male heir may succeed, if the common ancestor of the deceased and of the collateral claimant was in possession of the share at or since 1808-9.

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*The following is a Statement of these Jaghires, showing their Annual Revenue and the amount of Tribute paid to the British Government. Some of them are held by individual Chiefs, others by clans in which the individual shares are sub-divided into very small fractions, and others by retainers and dependents of Chiefs whose families have become extinct.*

| No. | Names. | Revenue. | Tribute. |
|---|---|---|---|
| 1 | Bagrian ..... ..... ..... | 3,457 | 216 |
| 2 | Baidwan { Sohana ..... ..... | 6,886 | 451 |
| | { Manick Majra ..... ..... | 6,002 | 460 |
| 3 | Barewal ..... ..... ..... | 2,206 | 1,920 |
| 4 | Beeja and Rupalon ..... ..... | 1,125 | 206 |
| 5 | Belaspore ..... ..... ..... | 18,592 | 2,224 |
| 6 | Bhirog ..... ..... ..... | 9,457 | 3,734 |
| 7 | Bhoojoulee ..... ..... ..... | 1,400 | 175 |
| 8 | Bhugwanpore and Pudhee ..... ..... | 894 | 56 |
| 9 | Bhuree ..... ..... ..... | 6,700 | 818 |
| 10 | Bodalee ..... ..... ..... | 495 | 60 |
| 11 | Booras ..... ..... ..... | 1,322 | 165 |

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| No. | Names. | Revenue. | Tribute. |
|---|---|---|---|
| 12 | Booreea | 42,054 | 3,124 |
| 13 | Bundalean | 12,996 | 3,589 |
| 14 | Burwahean | 12,743 | 1,456 |
| 15 | Cholean | 22,120 | 2,629 |
| 16 | Choonee Machlee | 11,873 | 743 |
| 17 | Chulloundee | 1,198 | 142 |
| 18 | Dewa Khosa | 550 | 69 |
| 19 | Dhunoura | 6,931 | 462 |
| 20 | Dyalgurh | 2,118 | 493 |
| 21 | Goh and Mullickpore | 5,729 | 669 |
| 22 | Gundhara | 2,356 | 281 |
| 23 | Gungoon | 650 | 223 |
| 24 | Gurangan | 3,043 | 362 |
| 25 | Gurhee Kotahar | 8,243 | 1,038 |
| 26 | Hybutpoor | 1,201 | 150 |
| 27 | Ilaqua Majra | 4,026 | 499 |
| 28 | Jagadhree | 1,233 | 149 |
| 29 | Juboo Majra | 9,623 | 1,143 |
| 30 | Juspalon | 553 | 100 |
| 31 | Kheree | 15,773 | 986 |
| 32 | Khurar | 10,047 | 1,251 |
| 33 | Koonjpoora | 37,514 | 3,339 |
| 34 | Kotha Dheen | 1,800 | 225 |
| 35 | Kotla Nehung | 2,922 | 183 |
| 36 | Lalpoor | 301 | 36 |
| 37 | Leydah | 17,308 | 2,046 |
| 38 | Ludhran | 22,275 | 2,785 |
| 39 | Lulton | 4,350 | 768 |
| 40 | Mangut and Kunneh | 3,040 | 960 |
| 41 | Moostafabad | 4,232 | 529 |
| 42 | Mulloudh | 71,900 | 7,601 |
| 43 | Munee Majra | 39,198 | 2,438 |
| 44 | Pangallian | 489 | 245 |
| 45 | Poona | 1,509 | 576 |
| 46 | Poorkalee | 4,006 | 250 |
| 47 | Puttee Boh | 10,645 | 1,273 |
| 48 | Puttee Boobeal | 15,002 | 1,915 |
| 49 | Puttee Kurwa | 11,335 | 1,627 |
| 50 | Puttee Pinjokeah | 12,838 | 1,524 |
| 51 | Raipore | 2,634 | 296 |
| 52 | Rajewal | 347 | 68 |
| 53 | Ramgurh | 14,879 | 934 |
| 54 | Rookalee | 721 | 86 |
| 55 | Rudoor | 1,776 | 217 |
| 56 | Rungulpore | 819 | 245 |
| 57 | Sadhoura | 15,014 | 925 |
| 58 | Sazan | 6,151 | 771 |
| 59 | Sealba | 31,917 | 2,031 |
| 60 | Seega | 1,300 | 106 |
| 61 | Seekree | 3,132 | 391 |
| 62 | Sekundra | 2,977 | 359 |
| 63 | Shahabad | 40,581 | 4,930 |
| 64 | Shamgurh | 3,103 | 388 |

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| No. | Names. | Revenue. | Tribute. |
|---|---|---|---|
| 65 | Shamsinghean ..... ..... ..... ... | 25,027 | 2,993 |
| 66 | Shahzadpore Shuheed ..... ..... | 28,210 | 3,508 |
| 67 | Shil ..... ..... ..... | 2,714 | 350 |
| 68 | Shumspore ..... ..... ..... | 2,078 | 493 |
| 69 | Sidhowal ..... ..... ..... | 16,558 | 948 |
| 70 | Singpoorea ..... ... ..... ..... | 68,303 | 5,645 |
| 71 | Soodhean ..... ..... ..... | 3,505 | 701 |
| 72 | Soolhar ..... ..... ..... .. | 250 | 139 |
| 73 | Soothree ..... ..... ..... | 8,208 | 2,708 |
| 74 | Subka ..... ..... ..... | 2,319 | 276 |
| 75 | Thol Tangore ..... ..... ..... | 19,631 | 2,362 |
| 76 | Todur Majra ..... ..... ..... | 2,323 | 277 |
| 77 | Udoha ..... ..... ..... | 2,120 | 802 |
| 78 | Umballa ..... ..... ..... | 14,698 | 1,847 |
| 79 | Urnowlee ..... ..... ..... | 13,603 | 842 |
| 80 | Zaildars of Singpoorea ..... ..... | 2,685 | 336 |

## THE DELHI TERRITORY.

During the rebellion in 1857, when communication between Delhi and Agra and Calcutta was for the most part cut off, the administration of the Delhi and Hissar Territories was assumed by the Chief Commissioner of the Punjab, and after the restoration of peace, these districts were finally put under the control of the Punjab Government. In this territory there were several Chiefs who held the position rather of jaghiredars than of Native Princes. They had been subjects of the Mogul, and after the overthrow of the Mahratta power by Lord Lake, their estates were either confirmed to or conferred on them by the British Government, in most cases as a reward for services rendered. These Chiefs were the Nawabs of Dojana, Loharoo, Patowdee, Jhujjur, Dadree and Bahadoorgurh, and Furrookhnugger and the Rajah of Bullubgurh. The Chiefs of Jhujjur, Bullubgurh, and Furrookhnugger were executed, and their estates were confiscated for rebellion in 1857. The Dadree and Bahadoorgurh Estates were also confiscated, and the Chief was allowed a pension of Rupees 1,000 for his subsistence.

The Bullubgurh Chief held no Sunnud of a hereditary nature from the British Government. The Dadree and Bahadoorgurh Territory originally formed part of Jhujjur, and is included in the Sunnud (No. LXXXV.) granting that State.

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*Dojana.*—The estates of this Afghan family are held on condition of fidelity to the British Government, and military service when required. The original grant was conferred on Abdool Summud Khan and his sons for life, by Lord Lake, but on the 4th May 1806 the tenure was made perpetual by a Sunnud of the Governor-General (No. LXXXVI.), and several estates in the Hurriana Territory were added. The Hurriana Estates were afterwards exchanged for the villages of Dojana and Mehana, in Rohtuck. Abdool Summud Khan was succeeded in 1825 by his son Doondee Khera, who was succeeded in 1850 by his eldest son, Hussun Ali Khan.

*Loharoo.*—Ahmed Buksh Khan, the founder of this family, was a vakeel of the Rajah of Ulwur, and for his services in the negotiations between Ulwur and Lord Lake he received Loharoo in perpetuity from the Rajah and the Pergunnah of Ferozepore from Lord Lake, on condition of fidelity and military service (No. LXXXVII.) The original grantee, Ahmed Buksh Khan, died in 1827, and was succeeded by his son Shums-ood-deen Khan, who was executed in 1835 for the murder of Mr. Fraser, the Agent at Delhi. The Ferozepore Pergunnah was confiscated, and the Loharoo Pergunnah was made over to Ameen-ood-deen Khan and Zein-ood-deen Khan, the two brothers of Shums-ood-deen. These two brothers remained in Delhi during the siege in 1857, and after the capture they were put under surveillance, but were eventually released and restored to their position. Ameen-ood-deen Khan manages the estate, while the younger brother receives half the net revenue. The gross revenue is about Rupees 60,000 a year.

*Patowdee.*—The original grantee, Fyztulub Khan, was brother of the Jhujjur Nawab, Nijabut Ali Khan. He was severely wounded in an action with Holkar's troops, and for his services he was granted (No. LXXXV.) the Pergunnah of Patowdee in perpetual jaghire. He died in 1829, and was succeeded by Akbar Ali Khan, who was succeeded on 3rd March 1862 by his son Mahomed Ali Tukkee Khan. The revenue of the estate is about Rupees 45,000.

The Nawabs of Dojana and Patowdee and Nawab Ameen-ood-deen Khan of Loharoo have each received Sunnuds (No. LXXXIV.), assuring them that any succession to their estates which may be legitimate according to Mahomedan law will be recognized and confirmed.

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## No. LXIX.

TRANSLATION of an ITTILAH-NAMEH, addressed to the CHIEFS of the country of MALWA and SIRHIND, on this side of the River Sutlege, 3rd May 1809.

It is clearer than the sun, and better proved than the existence of yesterday, that the detachment of British Troops to this side of the Sutlege was entirely in acquiescence to the application and earnest entreaty of the Chiefs, and originated solely through friendly considerations in the British to preserve the Chiefs in their possessions and independence. A Treaty having been concluded on the 5th April 1809, between Mr. Metcalfe on the part of the British Government, and Maha Rajah Runjeet Sing, agreeably to the orders of the Right Honorable the Governor-General in Council, I have the pleasure of publishing, for the satisfaction of the Chiefs of the country of Malwa and Sirhind, the pleasure and resolutions of Government, contained in the seven following Articles :—

### ARTICLE 1.

The country of the Chiefs of Malwa and Sirhind having entered under the protection of the British Government, in future it shall be secured from the authority and control of Maha Rajah Runjeet Sing, conformably to the terms of the Treaty.

### ARTICLE 2.

The country of the Chiefs thus taken under protection shall be exempted from all pecuniary tribute to the British Government.

### ARTICLE 3.

The Chiefs shall remain in the exercise of the same rights and authority within their own possessions, which they enjoyed before they were taken under the British protection.

### ARTICLE 4.

Whenever a British Force, for purposes connected with the general welfare, shall be judged necessary to march through the country of the said Chiefs, every Chief shall, within his own possession, assist and furnish the British Force, to the full of his power, with supplies of grain and other necessaries which may be demanded.

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ARTICLE 5.

Should an enemy approach from any quarter for the purpose of conquering this country, friendship and mutual interest require that the Chiefs join the British Army with their forces, and, exerting themselves in expelling the enemy, act under discipline and obedience.

ARTICLE 6.

Any European articles brought by merchants from the eastern districts, for the use of the army, shall be allowed to pass by the thanadars and sirdars of the several districts belonging to the Chiefs, without molestation or the demand of duty.

ARTICLE 7.

All horses purchased for the use of the Cavalry Regiments, whether in Sirhind or elsewhere, the bringers of which being furnished with sealed rahdarees from the Resident at Delhi, or Officer Commanding at Sirhind, the several Chiefs shall allow such horses to pass without molestation, or the demand of duty.

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## No. LXX.

PROCLAMATION addressed to the SIKH SIRDARS, &c., 22nd August 1811.

On the 3rd of May 1809, an Ittala-nameh, comprised of seven Articles, was issued by the orders of the British Government, purporting that the country of the Sirdars of Sirhind and Malwa, having come under their protection, Rajah Runjeet Sing, agreeably to Treaty, had no concern with the possessions of the above Sirdars; that the British Government had no intention of claiming peshcush or nuzzuranah, and that they should continue in the full control and enjoyment of their respective possessions. The publication of the above Ittala-nameh was intended to afford every confidence to the Sirdars, that they had no intention of control, and that those having possession should remain in full and quiet enjoyment thereof.

Whereas several zemindars and other subjects of the Chiefs of this country have preferred complaints to the Officers of the British

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Government, who, having in view the tenor of the above Ittala-nameh, have not attended, and will not in future pay attention to them; for instance, on the 15th June 1811, Dellawer Ali Khan, of Samana, complained to the Resident of Delhi against the Officers of Rajah Saheb Sing, for jewels and other property said to have been seized by them, who, in reply observed, "that the cusba of Samana, being in the omaldery of Rajah Saheb Sing, this complaint should be made to him;" and also on the 12th July 1811, Dussownda Sing and Gormook Sing complained to Colonel Ochterlony, Agent to the Governor-General, against Sirdar Churrut Sing, for their shares of property, &c.; and in reply, it was written on the back of the urzee, that "since during the period of three years no claim was preferred against Churrut Sing by any of his brothers, nor even the name of any co-partner mentioned, and since it was advertised in the Ittala-nameh, delivered to the Sirdars, that every Chief should remain in the quiet and full possession of his domains, their petition could not be attended to." The insertion of these answers to complaints is intended as examples, and also, that it may be impressed on the minds of every zemindar and other subjects, that the attainment of justice is to be expected from their respective Chiefs only, that they may not, in the smallest degree, swerve from the observance of subordination. It is therefore highly incumbent upon the Rajahs and other Sirdars on this side of the River Sutlege, that they explain this to their respective subjects and court their confidence; that it may be clear to them that complaints to the Officers of the British Government will be of no avail, and that they consider their repective Sirdars as the source of justice, and that of their free will and accord they observe uniform obedience.

And whereas, according to the first proclamation, it is not the intention of the British Government to interfere in the possessions of the Sirdars of this country, it is nevertheless, for the purpose of ameliorating the condition of the community, particularly necessary to give general information, that several Sirdars have, since the last incursion of Rajah Runjeet Sing, wrested the estates of others, and deprived them of their lawful possessions, and that in the restoration they have used delays until detachments from the British Army have enforced restitution, as in the case of the Ranee of Jeera, the Sikhs of Cholian, the talooks of Karowley and Chehloundy, and village of Cheeba; and the reason of

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such delays and evasions can only be attributed to the temporary enjoyment of the revenues, and subjecting the owners to irremediable losses. It is therefore, by order of the British Government, hereby proclaimed, that if any of the Sirdars or others have forcibly taken possession of the estates of others, or otherwise injured the lawful owners, it is necessary that, before the occurrence of any complaint, the proprietor should be satisfied, and by no means to defer the restoration of the property; in which, however, should delays be made, and the interference of the British authority become requisite, the revenues of the estate, from the date of the ejection of the lawful proprietor, together with whatever other losses the inhabitants of that place may sustain from the march of troops, shall, without scruple, be demanded from the offending party; and for disobedience of the present orders, a penalty, according to the circumstances of the case and of the offender, shall be levied, agreeably to the decision of the British Government.

(Signed) D. OCHTERLONY,
*Agent to Governor-General.*

*Loodiana, 22nd August* 1811.

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## No. LXXI.

SUNNUD to RAJAH KURRUM SING of PUTTEALA for Purgunnahs Maheelee, &c., under the Seal and Signature of HIS EXCELLENCY the GOVERNOR-GENERAL in COUNCIL.

Whereas all the hill country has come into the possession of the British Government, and whereas Rajah Kurrum Sing was forward to afford the co-operation of his troops during the late contest, therefore the present Sunnud is granted, conferring on the said Rajah Kurrum Sing and on his heirs for ever, the Pergunnahs of Maheelee, Kuljoun, Buntheera, Koosalla, Chubrote, Kehmullee, Baddayheer, Sangur, Toorasutgowa, Jaubul, and Pallakotee, together with the saeer duties of the same, and all the rights and appurtenances belonging to them in exchange for a nuzzuranah of the sum

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No. LXXII.

of one lakh and fifty thousand Rupees; and the said sum having been paid into the Company's Treasury by kists, as agreed upon, nothing further shall ever be demanded on this account. The British Government will always protect and support the said Rajah and his heirs in the possession of this territory. The Rajah, considering this Sunnud a legal and valid instrument, will immediately take possession of the aforesaid lands, but he must not encroach on any lands beyond the acknowledged limits of the pergunnahs enumerated. In case of war, the Rajah must, on the requisition of the British authorities, furnish armed men and Begarees to join the detachment of British Troops, which may be stationed for the protection of the hill country. He will omit no exertion to do justice, and to promote the welfare and happiness of the ryots; while they, on their part, considering the said Rajah as their true and rightful lord, must obey him accordingly, and pay their revenue punctually, and be always zealous to promote the cultivation of their lands, and to testify their loyalty and obedience.

20*th October* 1815.

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## No. LXXII.

SUNNUD to RAJAH KURRUM SING of PUTTEALA for the Thakooraee of Bughaut and Juggutgurh, under the Seal and Signature of HIS EXCELLENCY the GOVERNOR-GENERAL in COUNCIL.

Whereas all the hill country has come into the possession of the British Government, and whereas Rajah Kurrum Sing was forward in affording the co-operation of his troops during the late contest; Wherefore by order of the Right Honorable the Governor-General the present Sunnud is granted to the said Rajah, conferring on him and on his heirs for ever: 1*st*.—The Pergunnah of Bughaut and the City of Taksal with the first Fort at Sookchinepoor; and the second Fort at the end of the Bazar of Taksal, and the Fort of Tharoogurh; and Pergunnah Parleek-har with the Fort of Ajeergurh, and Pergunnah

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Keeateen with the Fort of Rajgurh, and Pergunnah Luchherang and Pergunnah Berowlee, and together with these pergunnahs and the five Forts specified, saeer collections amounting to one thousand eight hundred Rupees, the whole forming a portion of the Thakooraee of Bughaut; also, 2*ndly*.—The Fort of Juggutgurh with the Pergunnah of Juggutgurh and its dependencies, forming a portion of Sirmore, together with all the rights and appurtenances belonging thereto, in exchange for the sum of Rupees 1,30,000, and the said sum having been paid at the Company's Treasury, no further demand will ever be made on the Rajah on this account. The British Government will always protect and support the said Rajah in possession of the said lands, and the Rajah taking possession of the aforesaid lands shall not encroach on the possession of another. In case of war, the troops stationed by the Rajah for the protection of the said lands shall be sent to join the British Forces. The Rajah will promote the welfare of his ryots, and the ryots on their part, &c. *(As in preceding Sunnud.)*

20*th October* 1815.

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## No. LXXIII.

SUNNUD to the MAHARAJAH of PUTTEALA, dated 22nd September 1847.

The Right Honorable the Governor-General having resolved to bestow certain lands on the Rajah of Putteala as a mark of consideration for his attachment and services to the British during the late war with the Lahore State, and the Rajah of Putteala having requested that he may at the same time receive a renewed assurance of protection and guarantee of his rights in his former possessions, the Governor-General is pleased to confer this assurance in the form of a Sunnud or Grant as follows, in order that the Maharajah and his successors after him may, with perfect confidence, continue to exercise the same rights and authority in his possessions as heretofore.

The Maharajah's ancient hereditary estates, according to annexed schedule, shall continue for ever in the possession of himself and his

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No. LXXIII.

successors, with all Government rights thereto belonging of Police jurisdiction and collection of revenue as heretofore. The Maharajah's chaharumians, feudatories, adherents and dependents will continue bound in their adherence and obligations to the Rajah as heretofore. His Highness will exert himself to do justice and to promote the welfare and happiness of his subjects, while they, on their part, considering the Rajah as their true and rightful lord, must obey him and his successors accordingly, and pay the revenue punctually, and be always zealous to promote the cultivation of their lands, and to testify their loyalty and obedience. The Maharajah has relinquished for himself and his successors for ever all right to levy excise and transit duties which have been abolished throughout the Putteala Territory. His Highness also binds himself and his successors to the suppression of suttee, infanticide, and slave-dealing within his territories. If, unknown to the Maharajah's authorities, any persons should be guilty of these acts, the Maharajah's authorities will on conviction punish them with such severity as to deter others. The British Government will never demand from the Maharajah and his successors and their dependents above-named anything in the way of tribute or revenue or commutation in lieu of troops, or otherwise, for the reason that His Highness will ever continue as heretofore sincerely devoted to the service and interests of the British. The British authorities will not entertain complaints of the Maharajah's subjects or dependents, or interfere with the Maharajah's authority. Should an enemy approach from any quarter to this side the Beas or Sutlej for the purpose of conquering this country, the Rajah will join the British Army with his forces and exert himself in expelling the enemy, and act under discipline and obedience, and in time of war place the resources of his country at the disposal of the British Government. His Highness engages to have made and to keep in repairs, through his own officers, the military roads through his territory, for the passage of British Troops from Umballa and other Stations to Ferozepore, of a width and elevation to be determined on by the Engineer Officer charged with the duty of laying down the roads. His Highness will also appoint encamping grounds for British Troops at the different stages which shall be marked off, so that there be no claims made hereafter on account of damaged crops.

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## No. LXXIV.



TRANSLATION of the SUNNUD given to HIS HIGHNESS the MAHARAJAH of PUTTIALLA by HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL.

*Simla, 5th May* 1860.

Since the establishment of British authority in India, His Highness the present Maharajah of Puttialla and his predecessors have always been steady in their allegiance. They have frequently received rewards for their fidelity in the accession of fresh honors, dignity, and territory. More recently His Highness the present Ruler of Puttialla has surpassed the former achievements of his race by the constancy and courage he evinced during the mutiny of 1857-58. In memory of this unswerving and conspicuous loyalty, His Excellency the Viceroy and Governor-General of India has conferred additional honors and territory upon the Maharajah for himself and his heirs for ever, and has graciously acceded to His Highness' desire to receive a Sunnud or grant under the hand and seal of the Viceroy, guaranteeing to the Maharajah the free and unreserved possession of his ancient territories, as well as of those tracts bestowed on His Highness and his predecessors at various times by the British Government. It is accordingly ordained as follows:—

*Clause I.* His Highness the Maharajah and his heirs for ever will exercise full sovereignty over his ancestral and acquired domains according to the annexed list. All the rights, privileges, and prerogatives which His Highness enjoys in his hereditary territories, he will equally enjoy in his acquired territories. All feudatories and dependents of every degree will be bound to render obedience to him throughout his dominions.

*Clause II.* Except as provided in Clause III., the British Government will never demand from His Highness or any of his successors, or from any of his feudatories, relations, or dependents, any tribute on account of revenue, service, or on any other plea.

*Clause III.* The British Government cordially desires to see the noble house of Puttialla perpetuated, and in this spirit confers upon His Highness and his heirs for ever, whenever male issue may fail, the right of adopting a successor from among the descendants of the Phoolkeân family. If, however, at any time any Maharajah of Puttialla

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should die without male issue, and without adopting a successor, it will still be open to the Rajahs of Nabha and Jheend, in concert with the Commissioner or Political Agent of the British Government, to select a successor from among the Phoolkeeân family, but in that case a nuzzuranah or fine equal to one-third of the gross annual revenue of the Puttialla State shall be paid to the British Government.

*Clause IV.* In 1847 the British Government empowered the Maharajah to inflict capital punishment after reference to the Commissioner. It now removes the restriction imposed by this reference, and invests His Highness with absolute power of life and death over his own subjects. With regard to British subjects committing crime and apprehended in his territory, the Maharajah will be guided by the rules contained in the Despatch of the Honorable Court of Directors to the Madras Government, No. 3, dated 1st June 1836. The Maharajah will exert himself to execute justice and to promote the happiness and welfare of his people. He engages to prohibit suttee, slavery, and female infanticide throughout his territories, and to punish with the utmost rigor those who are found guilty of any of these crimes.

*Clause V.* The Maharajah will never fail in his loyalty and devotion to the Sovereign of Great Britain.

*Clause VI.* If any force hostile to the British Government should appear in this neighbourhood, the Maharajah will co-operate with the British Government and oppose the enemy. He will exert himself to the utmost of his resources in providing carriage and supplies for the British Troops, according to requisitions he may receive.

*Clause VII.* The British Government will not receive any complaints from any of the subjects of the Maharajah, whether maafeedars, jaghiredars, relatives, dependents, servants, or other classes.

*Clause VIII.* The British Government will respect the household and family arrangements of the Maharajah, and abstain from any interference therein.

*Clause IX.* His Highness the Maharajah will as heretofore furnish at current rates, through the agency of his own officers, the necessary materials required for the construction of rail-roads, railway stations, and imperial roads and bridges. He will also freely give the land required for the construction of rail-roads and imperial lines of road.

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*Clause X.* The Maharajah and his successors, &c., will always pursue the same course of fidelity and devotion to the British Government, and the Government will always be ready to uphold the honor and dignity of the Maharajah and his house.

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## *SCHEDULE*

### OF TERRITORIES BELONGING TO THE MAHARAJAH OF PUTTIALLA.

*Ancestral.*

| | |
|---|---|
| Pergunnah | Puttialla Khâs, and Sunour. |
| Talooqua | Murdânpoor. |
| ,, | Ghunour. |
| ,, | Rânee Muzra. |
| ,, | Umergurh. |
| ,, | Chinarthul. |
| ,, | Sonam. |
| ,, | Rajpoora. |
| ,, | Anahudgurh or Burnâla. |
| ,, | Sherepoor. |
| ,, | Bheekee. |
| ,, | Bunnoor. |
| ,, | Bhawâneegurh oorf Doda. |
| ,, | Boha. |
| ,, | Sardoolgurh oorf Dodhal. |
| ,, | Akâlgurh or Moonuk. |
| ,, | Kurm-gurh or Kulbânoon Dirha. |
| ,, | Bângurh or Nurwânah. |
| ,, | Pinjore. |
| ,, | Govindgurh or Buttindah. |
| ,, | Ramgurh or Ghooram. |
| ,, | Sahibgurh or Pâel. |
| ,, | Futtehgurh or Sirhind. |
| ,, | Alamgurh or Nundpoor Kullour. |

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*Acquired Territories.*

Talooqua Umraleh.
The Hill District of Bughât.
The Hill District of Keonthul.
Talooqua Chumkoeeân.
Pergunnah Bussye Moolk Hydur.
„ Fullah Jhoonere.
„ Muhla.
„ Narnoul.

*List of Feudatories.*

Sikhs of Lunda.
„ Loharee.
„ Bhet Koot.
„ Goonur Chukeea.
„ Râra.
„ Kotila.
„ Bullâra Bullâree.
„ Budâlee Bhâee.
„ Beer Singh.
„ Rampoor.
„ Kote Doona.
Jaghiredars of Bhuddour.
„ Jewndân.

Jaghiredars of Khumânoon ... } At present under the jurisdiction,
„ Tullakour ... } for life, of the Maharajah of Put-
„ Dhuneoree ... } tialla, but paying Commutation
„ Lukhnour ... } Tax in lieu of service to British
} Government.

Bhaee Roopa ... Shared with Nabha and Jheend.

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## No. LXXV.

TRANSLATION of a SUNNUD or GRANT of portions of the Pergunnahs of Kunoudh and Boodwana, District Jhujjur, and of Elâquah Khumânoon, District Umballa, bestowed upon HIS HIGHNESS the MAHARAJAH OF PUTTIALLA by HIS EXCELLENCY EARL CANNING, G. C. B., Viceroy and Governor-General of India.

Preamble.

Whereas the devotion and loyalty of His Highness the Maharajah of Puttialla and of his ancestors have always been conspicuous since the establishment of British supremacy in India, His Excellency the Viceroy and Governor-General, being desirous of marking his high appreciation of those qualities, has been pleased to bestow upon the Maharajah portions of Pergunnahs Kunnoudh and Boodwanah, of the District of Jhujjur, containing one hundred and ten villages (110), according to vernacular list annexed, assessed at a yearly revenue of ninety-six thousand nine hundred and forty Rupees (96,940), and to accept from His Highness a "nuzzuranah" of nineteen lakhs thirty eight thousand and eight hundred Rupees (19,38,800). Further, His Excellency has been pleased in like manner to bestow upon the Maharajah the Elâquah of Khamânoon, District Umballa, with the service commutation tax, and the right to escheats, and to accept from His Highness a nuzzuranah of one lakh seventy-six thousand three hundred and sixty (1,76,360) Rupees.

It is accordingly ordained as follows :—

### ARTICLE 1.

The territories above-mentioned are conferred upon His Highness the Maharajah of Puttialla and his heirs for ever.

### ARTICLE 2.

The Maharajah and his successors will exercise the same rights, privileges, and prerogatives in these newly acquired territories as His Highness at present enjoys in his ancestral possessions, according to the terms of the Sunnud, dated 5th May 1860, and signed by His Excellency Earl Canning, Viceroy and Governor-General of India.

### ARTICLE 3.

The Maharajah and his successors will continue to maintain the same loyal relations with the British Government, and to fulfil the

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same obligations with regard to these newly acquired territories, as were imposed upon His Highness by the terms of the Sunnud, dated 5th May 1860, relating to His Highness' ancestral possessions.

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## No. LXXVI.

To Furzund Khas Dowlut-i-Englishia Munsoor Zuman Ameer-ool-Umra Maharajah Dheeraj Rajessur Sree Maharajah Rajegan Narender Sing Mahender Bahadoor, of Puttiala, Knight of the Most Exalted Order of the Star of India.

*Dated 5th March* 1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, repeat to you the assurance which I communicated to you in the Sunnud under my signature, dated 5th May 1860, that, on failure of natural heirs, the adoption by yourself and the future Rulers of your State of a successor, from the ancient Phoolkian House, of which your family forms a part, will be recognized and confirmed; and that if at any time any Maharajah of Puttiala should die without male issue, and without adopting a successor, it will still be open to the Rajahs of Jheend and Nabha, in concert with the Commissioner or Political Agent of the British Government, to select a successor from among the Phoolkian family; but in that case a nuzzuranah or fine equal to one-third of the gross annual revenue of the Puttiala State shall be paid to the British Government.

Be assured that nothing shall disturb the Engagement thus made to you so long as your House is loyal to the Crown, and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Signed) Canning.

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## No. LXXVII.

SUNNUD to the RAJAH OF JHEEND, dated 22nd September 1847.

The Right Honorable the Governor-General having resolved to bestow certain lands on the Rajah of Jheend, as a mark of consideration for his attachment and services to the British during the late war with the Lahore State, and the Rajah of Jheend having requested that he may at the same time receive a renewed assurance of protection and guarantee of his rights in his former possessions, the Governor-General is pleased to confer this assurance in the form of a Sunnud or Grant as follows, in order that the Maharajah and his successors after him may, with perfect confidence, continue to exercise the same rights and authority in his possessions as heretofore.

The Maharajah's ancient hereditary estates, according to annexed Schedule, shall continue for ever in the possession of himself and his successors, with all Government rights thereto belonging of Police jurisdiction and collection of revenue as heretofore. The Maharajah's chaharumians, feudatories, adherents, and dependents will continue bound in their adherence and obligations to the Rajah as heretofore. His Highness will exert himself to do justice, and to promote the welfare and happiness of his subjects, while they, on their part, considering the Rajah as their true and rightful lord, must obey him and his successors accordingly, and pay the revenue punctually, and be always zealous to promote the cultivation of their lands, and to testify their loyalty and obedience. The Maharajah has relinquished for himself and his successors for ever all right to levy excise and transit duties which have been abolished throughout the Jheend Territory. His Highness also binds himself and his successors to the suppression of suttee, infanticide, and slave-dealing within his territories. If, unknown to the Maharajah's authorities, any persons should be guilty of these acts, the Maharajah's authorities will, on conviction, punish them with such severity as to deter others. The British Government will never demand from the Maharajah and his successors and their dependents above-named anything in the way of tribute or revenue or commutation in lieu of troops or otherwise, for the reason that His Highness will ever continue as heretofore sincerely devoted to the service and interests

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of the British. The British authorities will not entertain complaints of the Maharajah's subjects or dependents, or interfere with the Maharajah's authority. Should an enemy approach from any quarter to this side the Beas or Sutlej, for the purpose of conquering this country, the Rajah will join the British Army with his forces, and exert himself in expelling the enemy and act under discipline and obedience, and in time of war place the resources of his country at the disposal of the British Government. His Highness engages to have made and to keep in repairs, through his own officers, the military roads through his territory for the passage of British Troops from Umballa and other Stations to Ferozepore, of a width and elevation to be determined on by the Engineer Officer charged with the duty of laying down the roads. His Highness will also appoint encamping grounds for British Troops at the different stages, which shall be marked off, so that there be no claims made hereafter on account of damaged crops.

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## No. LXXVIII.

TRANSLATION of the SUNNUD given to the RAJAH OF JHEEND by HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL, Simla, 5th May 1860.

Since the establishment of British authority in India, the present Rajah of Jheend and his predecessors have always been steady in their allegiance. They have frequently received rewards for their fidelity in the accession of fresh honors, dignity, and territory. More recently the present Ruler of Jheend has surpassed the former achievements of his race, by the constancy and courage he evinced during the mutiny of 1857-58. In memory of this unswerving and conspicuous loyalty, His Excellency the Viceroy and Governor-General of India has conferred additional honors and territory upon the Rajah for himself and his heirs for ever, and has graciously acceded to the Rajah's desire to receive a Sunnud or Grant under the hand and seal of the Viceroy, guaranteeing to the Rajah the free and unreserved possession of

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his ancient territories, as well as of those tracts bestowed on the Rajah and his predecessors at various times by the British Government.

*Clause* 1. The Rajah and his heirs for ever will exercise full sovereignty over his ancestral and acquired dominions according to the annexed list. All the rights, privileges, and prerogatives which the Rajah enjoys in his hereditary territories he will equally enjoy in his acquired territories. All feudatories and dependents of every degree will be bound to render obedience to him throughout his dominions.

*Clause* 2. Except as provided in Clause 3, the British Government will never demand from the Rajah, or any of his successors, or from any of his feudatories, relations, or dependents any tribute on account of revenue, service, or any other plea.

*Clause* 3. The British Government cordially desires to see the noble House of Jheend perpetuated, and in this spirit, confers upon the Rajah and his heirs for ever, whenever male issue may fail, the right of adopting a successor from among the descendants of the Phoolkeean family. If, however, at any time any Rajah of Jheend should die without male issue and without adopting a successor, it will still be open to the Maharajah of Puttialla and the Rajah of Nabha, in concert with the Commissioner or Political Agent of the British Government, to select a successor from among the Phoolkeean family; but in that case a nuzzuranah or fine, equal to one-third of the gross annual revenue of the Jheend State, shall be paid to the British Government.

*Clause* 4. In 1847 the British Government empowered the Rajah to inflict capital punishment, after reference to the Commissioner. It now removes the restriction imposed by this reference, and invests the Rajah with absolute power of life and death over his own subjects. With regard to British subjects committing crime and apprehended in his territory, the Rajah will be guided by the rules contained in the Despatch of the Honourable the Court of Directors, to the Madras Government, No 3, dated 1st June 1836. The Rajah will exert himself to execute justice, and to promote the happiness and welfare of his people. He engages to prohibit suttee, slavery, and female infanticide throughout his territories, and to punish with the utmost rigor those who are found guilty of any of these crimes.

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*Clause* 5. The Rajah will never fail in his loyalty and devotion to the Sovereign of Great Britain.

*Clause* 6. If any force hostile to the British Government should appear in the neighbourhood, the Rajah will co-operate with th British Government and oppose the enemy. He will exert himself to the utmost of his resources, in providing carriage and supplies for the British Troops according to requisitions he may receive.

*Clause* 7. The British Government will not receive any complaints from any of the subjects of the Rajah, whether maafeedars, jaghiredars, relatives, dependents, servants, or other classes.

*Clause* 8. The British Government will respect the household and family arrangements of the Rajah, and abstain from any interference therein.

*Clause* 9. The Rajah, as heretofore, will furnish at current rates, through the agency of his own Officers, the necessary materials required for the construction of Railroads, Railway Stations, and Imperial Roads and Bridges. He will also freely give the land required for the construction of Railroads and Imperial Lines of Road.

*Clause* 10. The Rajah and his successors, &c., will always pursue the same course of fidelity and devotion to the British Government, and the Government will always be ready to uphold the honor and dignity of the Rajah and his House.

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## *COPY OF SCHEDULE*

### OF THE TERRITORIES BELONGING TO THE RAJAH OF JHEEND.

*Ancestral Possessions.*

1. Pergunnah Jheend and the villages surnamed the Punjgraon Circle.
2. Pergunnah Sufeedoon.
3. Pergunnah Lujwanah.
4. Pergunnah Balewallee.
5. Pergunnah Lungroor, with the villages Mahlan and Ghabdan.
6. Pergunnah Bazeedpoor, with Mouzah Laloda.
7. A share in the village of Bhaeeroopa.

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*Acquired Possessions.*

Mouzah Dalumwalla (now in Pergunnah Jheend).

| | | |
|---|---|---|
| Mouzah Baroda | ... | Now in Pergunnah Sufeedoon, granted by Sunnud, dated 22nd September 1847, signed by Viscount Hardinge, Governor-General. |
| Mouzah Busseinee | ... | |
| Mouzah Khatla | ... | |
| Pergunnah Dadree | ... | By letter from Secretary to Government of India, dated 2nd June 1858, No. 1549A. |
| 14 Villages of Pergunnah Koolaram. | ... | |

*Jagheer Feudatories.*

Dyalpoora Sikhs.

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## No. LXXIX.

To Furzund Dilbund Rasekool Itahqad Dowlut-i-Englishia Rajah Suroop Sing Bahadoor, of Jheend, dated 5th March 1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, repeat to you the assurance which I communicated to you in the Sunnud under my signature, dated 5th May 1860, that, on failure of natural heirs, the perpetuation of your family by your adoption of an heir from the Phoolkeean House will be in accordance with the wishes of the paramount power, and will be gladly recognized and confirmed; and that if at any time any Rajah of Jheend should die without male issue, and without adopting a successor, it will still be open to the Maharajah of Puttialla and the Rajah of Nabha, in concert with the Commissioner or Political Agent of the British Government, to select a successor from among the Phoolkeean family; but in that case a nuzzuranah, or fine, equal to one-third of the gross annual revenue of the Jheend State, shall be paid to the British Government.

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CIS-SUTLEJ STATES AND DELHI TERRITORY.

No. LXXX.

Be assured that nothing shall disturb the Engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Signed) CANNING.

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## No. LXXX.

TRANSLATION of a SUNNUD or GRANT of portions of the Pergunnah of Boodwanah, District Jhujjur, bestowed on the RAJAH OF JHEEND by HIS EXCELLENCY EARL CANNING, G. C. B., Viceroy and Governor-General of India.

Preamble.

Whereas the devotion and loyalty of the Rajah of Jheend and of his ancestors have always been conspicuous since the establishment of British Supremacy in India, His Excellency the Viceroy and Governor-General, being desirous of marking his high appreciation of these qualities, has been pleased to bestow upon the Rajah portions of Pergunnah Boodwanah, of the District of Jhujjur, containing nineteen villages, according to vernacular list annexed, assessed at a yearly revenue of (eighteen thousand five hundred and twenty Rupees) 18,520 Rupees, and to accept from the Rajah a "nuzzuranah" of (Rupees 3,70,004) three lakhs seventy thousand and four. It is accordingly ordained as follows:—

### ARTICLE 1.

The territory above-mentioned is conferred upon the Rajah of Jheend and his heirs for ever.

### ARTICLE 2.

The Rajah and his successors will exercise the same rights, privileges, and prerogatives in this newly acquired territory as he at present enjoys in his ancestral possessions, according to the terms of the Sunnud, dated 5th May 1860, and signed by His Excellency Earl Canning, Viceroy and Governor-General of India.

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ARTICLE 3.

The Rajah and his successors will continue to maintain the same loyal relations with the British Government, and to fulfil the same obligations, with regard to this newly acquired territory, as were imposed on him by the terms of the Sunnud, dated 5th May 1860, relating to the Rajah's ancestral possessions.

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## No. LXXXI.

TRANSLATION of the SUNNUD given to the RAJAH OF NABHA by HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL.

*Simla, 5th May* 1860.

Since the establishment of British Supremacy in India, the present Rajah of Nabha and his ancestor, Rajah Juswant Sing, have given various proofs of their loyalty to the British Government. More recently, the present Chief of Nabha has surpassed the former achievements of his race, by the constancy and courage he evinced during the mutiny of 1857-58. In memory of this unswerving and conspicuous loyalty, His Excellency the Viceroy and Governor-General of India has conferred additional honors and territory upon the Rajah for himself and his heirs for ever, and has graciously acceded to the Rajah's desire to receive a Sunnud or Grant under the hand and seal of the Viceroy, guaranteeing to the Rajah the free and unreserved possession of his ancestral territories, as well as of those tracts bestowed on the Rajah by the British Government.

*Clause* 1. The Rajah and his heirs for ever will exercise full sovereignty over his ancestral and acquired dominions, according to the annexed list. All the rights, privileges, and prerogatives which the Rajah enjoys in his hereditary territories, he will equally enjoy in his acquired territories. All feudatories and dependents, of every degree, will be bound to render obedience to him throughout his dominions.

*Clause* 2. Except as provided in Clause 3, the British Government will never demand from the Rajah, or any of his successors, or from

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any of his feudatories, relations or dependents, any tribute on account of revenue, service, or any other plea.

*Clause* 3. The British Government cordially desires to see the noble house of Nabha perpetuated, and, in this spirit, confers upon the Rajah and his heirs for ever, whenever male issue may fail, the right of adopting a successor from among the descendants of the Phoolkeean family. If, however, at any time the Rajah of Nabha should die without male issue, and without adopting a successor, it will still be open to the Maharaja of Putialla and the Rajah of Jheend, in concert with the Commissioner or Political Agent of the British Government, to select a successor from among the Phoolkeean family; but in that case a nuzzuranah or fine equal to one-third of the gross annual revenue of the Nabha State shall be paid to the British Government.

*Clause* 4. In 1847 the British Government empowered the Rajah to inflict capital punishment after reference to the Commissioner. It now removes the restriction imposed by this reference, and invests the Rajah with absolute power of life and death over his own subjects. With regard to British subjects committing crime, and apprehended in his territory, the Rajah will be guided by the rules contained in the Despatch of the Honorable Court of Directors, to the Madras Government, No. 3, dated 1st June 1836. The Rajah will exert himself to execute justice and to promote the happiness and welfare of his people. He engages to prohibit suttee, slavery, and female infanticide throughout his territories, and to punish with the utmost rigor those who are found guilty of any of these crimes.

*Clause* 5. The Rajah will never fail in his loyalty and devotion to the Sovereign of Great Britain.

*Clause* 6. If any force hostile to the British Government should appear in this neighborhood, the Rajah will co-operate with the British Government and oppose the enemy. He will exert himself to the utmost of his resources, in providing carriage and supplies for the British troops, according to requisitions he may receive.

*Clause* 7. The British Government will not receive any complaints from any of the subjects of the Rajah, whether maafeedars, jaghiredars, relatives, dependents, servants, or other classes.

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*Clause* 8. The British Government will respect the household and family arrangements of the Rajah, and abstain from any interference therein.

*Clause* 9. The Rajah, as heretofore, will furnish at current rates through the agency of his own officers the necessary materials required for the construction of railroads, railway stations and imperial roads and bridges. He will also freely give the land required for the construction of railroads and imperial lines of road.

*Clause* 10. The Rajah and his successors, &c., will always pursue the same course of fidelity and devotion to the British Government, and the Government will always be ready to uphold the honor and dignity of the Rajah and his house.

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## *SCHEDULE*

### OF THE TERRITORIES BELONGING TO THE RAJAH OF NABHA.

*Ancestral Possessions.*

Pergunnah Nabha Khas.
„ Umloh.
„ Bhadsoon.
„ Kapoorgurh.
„ Dhunowla.
„ Phool with Dyalpoora.
„ Jeytokee.
„ Lotbuddee.

Share of Bhaeeroopa—with right of jurisdiction, and right over all subordinate rent-free holders residing therein.

*Acquired Possessions.*

Pergunnah Kantee ... } By letter from Secretary, Govern-
„ Bawal ... } ment of India, dated 2nd June 1858, No. 1549A.

*Feudatories and Tributaries.*

The Sikhs of Sonthee.
The Sikhs of Ram Doss Boongguranwalla.
Lodh Kurreea Goomteewalla.

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CIS-SUTLEJ STATES AND DELHI TERRITORY.

Nos. LXXXII AND LXXXIII.

## No. LXXXII.

To Furzund Arujmund Ekeedut Pyebund Douwlut-i-Englisha Burarbiuns Surmour Rajah Bhurpore Sing Mahender Bahadoor of Nabha.

*Dated 5th March* 1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, repeat to you the assurance which I communicated to you in the Sunnud under my signature, dated 5th May 1860, that on failure of natural heirs, your adoption of an heir from amongst the members of the Phoolkeean house will be gladly recognized and confirmed; and that if at any time the Rajah of Nabha should die without male issue, and without adopting a successor, it will still be open to the Maharajah of Puttialla and the Rajah of Jheend, in concert with the Commissioner or Political Agent of the British Government, to select a successor from among the Phoolkeean family, but in that case a nuzzuranah or fine equal to one-third of the gross annual revenue of the Nabha State shall be paid to the British Government.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

(Signed) Canning.

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## No. LXXXIII.

Translation of a Sunnud or Grant of portions of the Pergunnahs of Kunoudh and Boodwanah, District Jhujjur, bestowed on the Rajah of Nabha by His Excellency Earl Canning, G. C. B., Viceroy and Governor-General of India.

Preamble.

Whereas the devotion and loyalty of the Rajah of Nabha and of his ancestor, Rajah Juswant Singh, have always been conspicuous since the establishment of British Supremacy in India, His Excellency the Viceroy and Governor-

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General being desirous of marking his high appreciation of these qualities, has been pleased to bestow upon the Rajah portions of Pergunnahs Kanoudh and Boodwanah, of the District of Jhujjur, containing forty-two (42) villages, according to a vernacular list annexed, assessed at a yearly revenue of forty-seven thousand five hundred and twenty-five (Rs. 47,525), and to accept from the Rajah a nuzzuranah of nine lakhs fifty thousand and five hundred (Rs. 9,50,500). It is accordingly ordained as follows :—

ARTICLE 1.

The territories above-mentioned are conferred upon the Rajah of Nabha and his heirs for ever.

ARTICLE 2.

The Rajah and his successor will exercise the same rights, privileges and prerogatives in these newly acquired territories as he at present enjoys in his ancestral possessions, according to the terms of the Sunnud, dated 5th May 1860, and signed by His Excellency Earl Canning, Viceroy and Governor-General of India.

ARTICLE 3.

The Rajah and his successors will continue to maintain the same loyal relations with the British Government, and to fulfil the same obligations with regard to this newly acquired territory, as were imposed on him by the terms of the Sunnud, dated 5th May 1860, relating to the Rajah's ancestral possessions.

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## No. LXXXIV.

TO NAWAB and RAES SECUNDER ALI KHAN of MULEIR KOTLA.

*Dated 5th March* 1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories, should be perpetuated, and the representation and dignity of their Houses should be continued, in fulfilment of this desire this Sunnud is

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CIS-SUTLEJ STATES AND DELHI TERRITORY.

No. LXXXV.

given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize and confirm any succession to your State which may be legitimate according to Mahomedan law.

Be assured that nothing shall disturb the Engagement thus made to you so long as your House is loyal to the Crown, and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

(Signed) CANNING.

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Similar SUNNUDS have been granted to the NAWABS of DOJANA and PATOWDEE and NAWAB AMEEN-OODDIN KHAN of LOHAROO.

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## No. LXXXV.

SUNNUD granted to ASSUDOO-DOWLAH NUJAUBUT ALEE KHAN BAHADOOR, dated 4th May 1806.

Adverting to the merit of your services and conduct, the Right Hon'ble General Lord Lake, Commander-in-Chief, assigned to you from the beginning of the Fussul Rubbee of 1213 Fussly year (corresponding with September 1805, A. D.,) the undermentioned lands as a jaidad for a Risaleh and as a jaghire for your individual support, and that of your dependents, together with the whole of the land revenue and collections of customs, with an exception to such gardens and ayma jaghires, punarth, and other rent-free lands, besides such daily allowances as have always been assigned (for charitable purposes), on condition, that you shall not require the aid of the British Government, and that you settle your mehals properly with your own troops, and that in any season of exigency you furnish, on application, to the aid of the British Government, a force consisting of 400 horse, and that you always remain firm in your attachment

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to the British Government, and employ your exertions to promote its interests. This grant has now been confirmed to you by Government. In consideration of your approved attachment to the British interests, which has been made known by the communications of the Right Hon'ble the Commander-in-Chief, Government has been pleased to confer on you and your family, from generation to generation, a perpetual grant of those lands.

The British Government will never have any concern with the lands and they will remain in your possession.

Impressed with a due sense of gratitude for this distinguished act of favor, you will always continue to manifest your attachment to the British Government, and your exertions to serve its interests, as involving your own happiness and welfare.

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## *SCHEDULE*

### OF THE LANDS COMPREHENDED IN THE GRANT.

Land granted to Assudoo-Dowlah Nujaubut Allee Khan Bahadoor, together with the whole of the land revenue and sayer duties.

| | |
|---|---|
| Jhujjur. | Kontee. |
| Badlee. | Naroul. |
| Kanoundh. | Bandul. |

Ditto to Fyze Tullub Khan in jaghire.

Pattoudhee, together with the whole of the land revenue and sayer collections.

Ditto to Mohummud Ismael Allee Khan and Fyze Mohummud Khan.

As a jaidad for the Risalehs of Mohummud Ismael Allee Khan and Fyze Mohummud Khan, on condition that they prove their obedience to Nujaubut Allee Khan, as follows:—

Dadree, including Bhodenahir and Jhaul.

Boodhwanna.

In jaghire to Mohummud Ismael Allee Khan.

Bahaudurgurh.

In jaghire to Fyze Mohummud Khan.

Pattoudhee.

*Dated 4th May* 1806, *answering to the* 14*th of Suffer* 1221 *Hijeree year.*

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CIS-SUTLEJ STATES AND DELHI TERRITORY.

No. LXXXVI.

## No. LXXXVI.

TRANSLATION of a SUNNUD granted to ABDOOL MOHUMMUD KHAN, dated 4th May 1806.

Adverting to the merit of your past services and conduct, the Right Honorable General Lord Lake, Commander-in-Chief, assigned to you from the beginning of the Fussul Rubbee (spring crops) of 1213 Fuslee year, September 1805, A. D., the undermentioned mehals as a jaidad, for entertaining a Risalah, and also for a personal jaghire for yourself, comprehending the whole of the land revenue and the collection of customs, with an exception to such gardens and such ayma jaghire, punarth, and other rent-free lands, as also such daily allowances as have long been assigned for charitable purposes, on condition that you require no aid from the British Government, and that you settle the affairs of your mehals with your own troops, and provided also, that in any season of exigency, you furnish, on application, to the aid of the British Government, a force consisting of 200 horse, and that you always continue to manifest your attachment to the British Government, and your zeal to serve its interests. This grant has been confirmed to you by Government, who, sensible of the merit of your services and conduct, which have been made known to it by the communications of the Right Honorable the Commander-in-Chief, has been pleased to grant those lands to you and your heirs for ever. The British Government neither have nor will have any concern with them whatever, but they will remain in your possession, and that of your posterity.

Entertaining a due sense of gratitude for this distinguished mark of favor, you will continue steadfast in your attachment to the British Government, and in your exertions to serve its interests.

In this consist your own advantage and welfare.

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SCHEDULE OF LANDS

*In Hurreana, &c., as follows :—*

Mehal of Hansi, with the Fort belonging to it.
„ of Hissar.
„ of Mohim.
„ of Turshaum.

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Mehal of Burwala.
„ of Bhawl.
„ of Jemalpore.
„ of Ugrora.

2 ditto comprehending Rohtuck, joined with Baree and Dobuldee.

Tuppas Bhode, Naher, and Jhaul belonging to Pergunnah Dadree.

*Dated 4th May* 1806, *answering to the 24th Suffer* 1221 *Hijree year.*

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## No. LXXXVII.

TRANSLATION of a DRAFT of a PERWANNAH in favor of AHMED BUKSH KHAN BAHADOOR, dated 4th May 1806.

Adverting to the merit of your services and attachment to the British interests, the Right Honorable General Lord Lake, Commander-in-Chief, conferred on you an istimrauree (permanent) grant of the Mehals of Ferozepore, Jherkeh, and the Tuppahs Saungris, Botahanna, Nujhoor, and Nugeena, including the customs, as well as land revenue of them, excepting such gardens and ayma jaghire, punarthee, and other rent-free lands, as have been long disposed of, and other fixed and established daily allowances, &c., on condition that you require no aid from the British Government, and that you settle the affairs of the mehals with your own troops, and that you be charged with the expense of providing for the maintenance and support of Khanja Hanjee and other dependents of the late Mirza Nusseeroolla Beg Khan, and provided also that you furnish, on occasions of exigency, to the aid of the British Government, a party of 50 troopers, and that you always remain steadfast in your attachment and good will to the British Government.

The British Government having become acquainted with your character and disposition, and with the merit of your services and attachment to its interests, from the communications of the Right Honorable the Commander-in-Chief, has now been pleased to reward those services by confirming to you and your heirs in perpetuity, from

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CIS-SUTLEJ STATES AND DELHI TERRITORY.

No. LXXXVII.

generation to generation, the whole of the mehals above-mentioned, including both land revenue and the sayer duties, with the deductions and under the conditions however above specified, from the beginning of the Fussul Rubbee of 1213 Fuslee Era (answering to September 1805). From that time the British Government will have no concern whatever with those mehals, which will always remain in your possession, and that of your descendants; as those lands require the exercise of arbitrary power, no complaints will be received from the inhabitants of them.

Entertaining a proper sense of gratitude for this distinguished favor, you will continue to manifest attachment to the British Government, and your exertions to promote its interests.

In this consists your own advantage and welfare.

*Dated 4th May* 1806, *answering to* 14*th of Suffer* 1221 *Hijree.*

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# HILL STATES.

*Chiefly from a Report by the Deputy Commissioner of Simla.*

PREVIOUS to the Nipal War in 1814 the Goorkhas had extended their conquests westwards as far as the Sutlej. By the 5th Article of the Treaty of 1815, the Nipalese renounced all claim to the countries west of the Kali, and the British were left in possession of the whole tract of hills from the Gogra to the Sutlej. Kumaon and the Dehra Doon were annexed to the British dominions, and the rest of the territory, with the exception of Subathoo, Raengurh, Sundoch, and a few other military posts, was restored to the Hill Rajahs from whom it had been conquered by the Nipalese. The Rajahs were brought under the general protection of the British Government, and were placed, with respect to each other, as nearly as possible in the position they occupied before their subjugation.

In 1847 transit duties were abolished throughout these states. A yearly sum of Rupees 13,735 is paid in compensation by Government.

## SIRMOOR OR NAHUN.

When the Goorkhas were expelled from the Hills, Kurrum Purgass was the reigning Chief. He was, however, excluded from the succession, on the ground of his notorious profligacy and imbecility, and the Chieftainship was bestowed on his eldest son, Futteh Purgass.

The Sunnud (No. LXXXVIII.) to the Rajah is dated 21st September 1815, and confers on him and his heirs in perpetuity his ancient possessions, with exception of the Fort and Pergunnah of Moorree, given to the Mussulman Sirdar of that place for good service against the enemy; the Kearda Doon, which was subsequently, in 1833, restored (No. LXXXIX.) on payment of a nuzzuranah of Rupees 50,000; a tract of hill country to the north of the River Girrie made over to the Rana of Keonthul; and the Pergunnahs of Jonsar and Bewar, in the Dehra Doon district, annexed to British dominions.

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HILL STATES.

The present Rajah is a young man of nineteen years of age, by name Shumshere Purgass. In recognition of his services during the mutiny, he received a Khillut of Rupees 5,000, and a salute of seven guns. The family is Rajpoot. The revenue of Sirmoor may be estimated at a lakh of Rupees a year. The Rajah maintains a small force of drilled sepoys, numbering 250 men. The population, according to the latest census, amounted to 75,595. The Rajah pays no tribute, but is bound to render feudal service.

## KUHLOR OR BELASPORE.

The Rajah of Kuhlor had estates on both sides of the Sutlej. But the Sunnud (No. XC.) given to Rajah Moher Chund, in 1815, confirmed to him the eastern portion only. A second Sunnud (No. XCI.) was granted to Kuhlor in 1847 for the territories pertaining to that state on the right bank of the Sutlej, which had been up to that time subject to the Lahore Durbar. The abolition of transit duties was one of the conditions of this Sunnud, and the Rajah's application for compensation was rejected by the Governor-General, partly on the ground that the Kuhlor State had, by the transfer of its Trans-Sutlej possessions to the British Government, no longer to pay tribute, amounting to about Rupees 4,000, to the Lahore Durbar. The Rajah pays no tribute to the British Government, but is bound to render feudal service.

The name of the present Rajah is Heera Chund, aged twenty-six years. The family is Rajpoot. In acknowledgment of his services during the mutinies of 1857, the Rajah received a dress of honor of Rupees 5,000 value, and a salute of seven guns. The revenue of this state is not less than Rupees 70,000. The population amounts to 66,848.

## HINDOR OR NALAGURH.

The Chief of Hindor belongs to a Rajpoot family. Rajah Ram Singh was the Chief to whom a Sunnud (No. XCII.) was granted in 1815. With reference to this Sunnud it should be noted that the condition, excepting the half share of Fyzoollapoora, is no longer necessary, a tract of land equivalent to this half share having been

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transferred to British dominions in the year 1852, with the consent of the Rajah of Hindor and the British authorities.

Another Sunnud (No. XCIII.) was given to the Rajah, conferring on him the Thakoorai of Bunowlee in lieu of the Fort of Maloun, which was retained as a post for British troops. The Fort, however, was restored under a separate Sunnud in 1846 (No. XCIV.)

Rajah Bijjeh Singh, son of Rajah Ram Singh, died in 1856, leaving no direct heirs. But in consideration of the eminent services of his father, Government consented to place Mean Uggur Singh, one of the illegitimate sons of Rajah Ram Singh, in power. The payment of Rupees 5,000 a year on account of tribute is required from Uggur Singh under the Sunnud (No. XCV.) conferred on him on 19th January 1860, and the jaghires of his brothers are guaranteed.

The Rajah is fifty-five years of age. The population of Hindor at the last census was 49,678. The revenue amounts to Rupees 60,000.

## BUSSAHIR.

The Sunnud (No. XCVI.) granted to Rajah Mohunder Singh of Bussahir, required the payment of Rupees 15,000 a year in tribute. This is the only instance in which tribute, properly so called, was exacted by the British Government on the restoration of their states to the Hill Rajahs. In 1847 the tribute was reduced to Rupees 3,945 as compensation for the abolition of transit duties.

Several Forts, &c., were retained for the location of troops, which have been since restored to Bussahir. Rawaien, on the left bank of the Pahur, was transferred to Keonthul. The Thakoorais of Kotegurh and Koomharsein were declared independent of Bussahir.

The name of the present Rajah is Shumshere Singh. He is of a Rajpoot family; his age is twenty-two years. Population of Bussahir, 45,025; revenue, Rupees 70,000.

## KEONTHUL.

After the Goorkha War a portion of the territory of Keonthul was sold to the Maharajah of Puttiala. In consideration of this, no tribute is paid by the Keonthul Rajah for the remainder of the state, which was restored to him by Sunnud (No. XCVII.) in 1815.

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HILL STATES.

The Rajah holds another Sunnud (No. XCVIII.), dated September 1815, conferring on him and his heirs for ever paramount authority over the petty estates of Theog, Koti, Goond, and Khyaree, the Chiefs of which, with their descendants, are bound to regard the Chief of Keonthul as their liege lord, and pay an annual tribute as follows:—Theog, Rupees 500; Koti, Rupees 500; Goond, Rupees 250; Khyaree, Rupees 250.

A third Sunnud (No. XCIX.) was granted to this Chief, conferring Poonur on him and his heirs. It is dated 5th April 1823, though the transfer was authorized in 1816. The reasons given for this measure were the isolated position of Poonur, the turbulent and ferocious character of its inhabitants, the indisposition of the Government to extend its territories in the hills, and a desire to confer a benefit on Keonthul.

The present Chief is Mohindur Singh, aged thirty years, of Rajpoot family. He is bound to render feudal service. In 1858 the father of the present Chief was created a Rajah, and received a dress of honor worth Rupees 1,000 for his services during the mutinies. The revenue of the state is Rupees 30,000, and the population by census 18,083.

## BAGHUL.

The Sunnud (No. C.) in favor of this Chieftainship is dated 3rd September 1815. The only modification which has occurred in regard to its terms is the commutation of begars, or forced laborers, for an annual tribute of Rupees 3,600, being calculated at the rate of Rupees 3 a man per month.

The name of the present Chief is Kishen Singh, age forty-three. He is the eldest son of Sheosurrun Singh, to whom the Sunnud was granted in 1815. The family is Rajpoot. Revenue, Rupees 35,000; population, 22,305.

## JOOBUL.

Originally this Rajpoot State was tributary to Sirmoor, but after the Goorkha War it was made independent, and the Rana Poorun Singh received a Sunnud (No. CI.) from Lord Moira on 18th November 1815.

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The Rana misgoverned his state, and in 1832 abdicated in favor of the British Government. He very soon, however, repented the act, and refused the allowance of Rupees 4,400 a year, which was made for his support. After a lengthy correspondence, it was resolved in 1840 to restore the state. In that year, however, the Rana died, and Government decided on restoring the state to his son and heir, Teeka Kurm Chund, in the event of his proving fit to govern it, on attaining his majority. During the minority till 1853 the state was managed by Government. The revenue of the state is Rupees 18,000, and the population, 17,262 souls. The Rana pays Rupees 2,520 tribute, and is bound to render feudal service.

## BHUJEE.

Rana Roodur Pal received a Sunnud (No. CII.) in 1815. In 1842 he abdicated in favor of his son, Runbahadur Singh. The young Rana was installed on 25th April 1844. The quota of begars furnished was commuted (No. CIII.) to an annual payment of Rupees 1,440.

The present Rana is thirty-six years of age. Revenue, Rupees 15,000; population, 9,001.

## KOOMHARSEIN.

This state, formerly a feudatory of Bussahir, was declared independent after the Nipal War. The Sunnud (No. CIV.) is dated 7th February 1816, and binds the Chief and his heirs to render feudal service to the British Government. The begars were commuted for an annual payment of Rupees 1,440.

Rana Keher Singh died without heirs in 1839, and in consideration of his early attachment to British interests during the Goorkha campaign, the Governor-General renewed the grant of the Thakoorai in favor of a collateral heir of the family named Preetum Singh, subject to the payment of a higher rate of tribute or commutation tax. Some disturbances, which in the mean time took place, caused a suspension of the above orders; but they were eventually carried into effect on the 23rd June 1840, when a Sunnud was granted to Rana Preetum Singh. The terms of this instrument are, in every respect, the same

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HILL STATES.

as those contained in the original grant, with this exception that the tribute is fixed at Rupees 2,000 in lieu of Rupees 1,440.

The present Rana is named Bhowany Singh; age thirty-six. Revenue, Rupees 7,000; population, 7,829. The family is Rajpoot, of not very high pretensions.

## KOTHAR.

The Sunnud (No. CV.) of this state bears date the 3rd September 1815, and confirms to Rana Bhoop Singh and his heirs the hereditary possessions of his ancestors, subject to the performance of feudal service, and supplying a contingent of forty begars. This number was subsequently reduced to thirty, and commuted to a payment of Rupees 1,080 per annum.

The present Rana is a youth of eighteen years of age, name Jye Chund. Revenue, Rupees 5,000; population, 3,990. The family is Rajpoot.

## DHAMEE.

This old Rajpoot State became independent of Kuhlor after the Goorkha War. A Sunnud (No. CVI.) was granted to Rana Goverdhun Singh, on the 4th September 1815, containing the usual conditions of feudal service, and of supplying forty begars, subsequently commuted to a payment of Rupees 720. In 1858 this sum was further reduced to Rupees 360 for the life of the Rana as a reward for his services during 1857.

The present Chieftain, Rana Goverdhun Singh, was a child when the Goorkhas were overthrown, and is now fifty years of age. Revenue, Rupees 4,000; population, 2,853.

## BUGHAT.

During the Nipal War the conduct of Rana Mohunder Singh had been unfriendly, and, on the restoration of peace, three-fourths of the Bughat State were sold to Puttiala for Rupees 1,30,000. The remaining fourth was granted (No. CVII.) to Rana Mohunder Singh and his heirs. He died without issue on 11th July 1839. The state was treated as a lapse, and pensions to the extent of Rupees 1,282 were assigned to the family.

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The state, however, was restored by Lord Ellenborough in 1842 to Bijey Singh, brother of Mohunder Singh. The cantonment of Kussowlee had, in the meantime, been built within the state, and Bijey Singh offered the hill on which it stands to the British Government, but the gift was declined. Bijey Singh died in January 1849. He left no direct heir. The nearest claimant was a cousin, Omeid Singh, and Government again treated the state as a lapse. In 1861, however, Lord Canning procured the restoration of the state to Omeid Singh. Before the Sunnud conferring the grant could be prepared, Omeid Singh died, and his last request was that his son, Duleep Singh, might be allowed to succeed to the Bughat State. In January 1862 a Sunnud (No. CVIII.) was issued in favor of Duleep Singh, conferring the state on him and the heirs of his body in perpetuity, subject to specified conditions.

## BULSUN.

This state was originally a feudatory of Sirmoor, but a separate Sunnud (No. CIX.) was granted to it in September 1815. The engagement to supply thirty begars was commuted afterwards to an annual payment of Rupees 1,080.

Thakoor Jograj, the present Chief, was created a Rana in 1858, for services rendered during the mutiny. The revenue of the state is Rupees 6,000, and the population, 4,892. The Rana cannot be less than eighty years of age. He is of Rajpoot family.

## MYLOG.

The Sunnud (No. CX.) of this Rajpoot State is dated 4th September 1815. It contains the usual conditions. The quota of forty begars was commuted to a payment of Rupees 1,450 per annum.

The present Chief, Thakoor Duleep Chund, is twenty-nine years of age. Revenue, Rupees 8,000; population, 7,358.

## BEEJAH.

The Sunnud (No. CXI.) granted to the petty Chief of Beejah is dated 4th September 1815, and is on the usual terms. The number of begars is fixed at five, commuted to an annual payment of Rupees 180.

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HILL STATES.

An allowance of Rupees 100 a year is made to him as compensation for lands required for Kussowlee cantonment.

The present Thakoor, Oodey Chund, is thirty years old. Revenue, Rupees 2,000; population, 981.

## TUROCH.

At the time Turoch fell under the dominion of the British, Kurrum Singh was the nominal Chief, but on account of his great age and infirmities, his brother, Jhoboo, held the executive administration of the country.

On the death of Thakoor Kurrum Singh, a Sunnud (No. CXII.), dated 31st January 1819, under the seal and signature of Captain Ross, Agent to the Governor-General in these Hills, was bestowed on Jhoboo, conferring the Thakoorai of Turoch on him and his heirs, subject to the performance of feudal service, and to the furnishing of eight begars, commuted to a payment of Rupees 288 per annum. No superior authority was cited for the above act, nor was the title of Meean Jhoboo questioned till 1838, when Runjeet Singh, his nephew, set up his claims and formed a strong party in his own favor.

A lengthy correspondence ensued, which ended in Jhoboo being compelled to abdicate in favor of his son, Seyam Singh. This arrangement did not long stand, owing to the incompetency of Seyam Singh, and the intrigues set on foot by Jhoboo and Runjeet Singh, and in 1841 it was found necessary to depose Seyam Singh, after which the state was incorporated with Joobul.

Turoch continued under British management until April 1843, when Runjeet Singh's claims were finally acknowledged, and a Sunnud (No. CXIII.), dated 27th June 1843, was furnished to him, conferring the state on him and his heirs for ever, subject to the usual conditions of vassalage, and a payment of Rupees 280 in lieu of begars.

The present Thakoor, Runjeet Singh, is forty-three years of age. Revenue, Rupees 2,500; population, 3,082.

## KOONHIAR.

The Sunnud (No. CXIV.) of this Chieftainship is dated 4th September 1815, contains the usual conditions of vassalage, and requires five begars, commuted to Rupees 180.

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The present Thakoor's name is Kishen Singh; age forty-five. Revenue, Rupees 3,000; population, 1,906.

## MUNGUL.

Mungul was an ancient dependency of Kuhlor, but was declared independent on the expulsion of the Goorkhas. A Sunnud (No. CXV.) was granted in December 1815. This document contains the usual terms; the number of begars being fixed at two, commuted to a payment of Rupees 72 a year.

The Rana Jeit Singh is thirty-eight years of age. Revenue, Rupees 1,000; population, 917.

## DURKOTEE.

This petty Chieftainship is held under a Hookmnamah (No CXVI.), granted to Sates Ram by Lieutenant Ross, Governor-General's Agent, the terms of which are that he is to pay allegiance to the British Government, and that he is exempted from all pecuniary liability.

The present Chief is sixty-five years of age. Revenue, Rupees 500; population, 612.

The right of adoption has been guaranteed by Sunnud (No. XVIII.) to all the above Hill Chiefs.

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## No. LXXXVIII.

TRANSLATION of a SUNNUD granted to RAJAH FUTTEH SINGH of NAHUN, dated 21st September 1815.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government, wherefore, by order of the Governor-General, this Sunnud is granted to Rajah Futteh Singh, conferring on him and his heirs for ever the lands of Sirmoor, with all the rights and appurtenances belonging thereto.

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HILL STATES.

No. LXXXVIII.

The Forts of Monnee and Juggutgurh, and Doonkyardah, and the districts of Jounsar and Banwar Moolakee have been disjoined from the Raj of Sirmoor, and taken into the possession of the British Government, and the forts of Khurchuree and Hunur, with the lands attached, on the west of the Kuree Nuddee, have been annexed to the Thakooraee of Keonthul, and the Forts of Ghat and Sulhur on the east of the Kuree Nuddee have been annexed to the Raj of Sirmoor.

It is proper that Futteh Singh, being grateful to the British Government for its favor, should occupy the lands granted to him, and never at any time think of laying claim to the places above enumerated, which have been disjoined from Sirmoor, and annexed partly to the British territories, and partly to the Thakooraee of Keonthul.

Further, he must not appoint a Dewan or Mutsuddees, or do anything in the management of the Raj of Sirmoor, without communicating and consulting with the Officer who will be stationed there on the part of the British Government. He will conform to the above stipulations, and paying strict obedience to the British Government, he will, in case of war, join, when required, the British troops with all his force, and do the part of a true ally. He will also make roads 12 feet broad throughout his territory.

If he shall fail in any of the above obligations (which are again enumerated) or shall encroach on the possessions of others, he will fall under the displeasure of the British Government, and will be dispossessed. He must consider this a valid instrument, and conforming to its conditions, take possession of the lands granted to him, and he must promote the welfare of his ryots, and the extension of cultivation, and distribute justice, and look to the security of the roads, and not exact more from the ryots than their engagements, and, in short, make all people happy and contented.

The ryots on their part will be bound to consider Futteh Singh aforesaid as their rightful lord, and to obey him accordingly.

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## No. LXXXIX.

SUNNUD granted to RAJAH FUTTEH PERGASS of NAHUN.

Whereas the Right Honorable the Governor-General in Council has been pleased to bestow on Futteh Pergass, Rajah of Nahun, and on his heirs and successors in perpetuity a grant of the lands, commonly called the Keardadoon, to form part of the Raj of Sirmoor; Be it known unto all, that the aforesaid lands, namely, those of Keardadoon, are given up to Futteh Pergass and his heirs and successors for ever under the following conditions:—

1*st.*—That Futteh Pergass and those who follow him in possession shall respect the rights of the people, and administer justice with impartiality to all, of whatever class or persuasion.

2*nd.*—That the said Futteh Pergass and his successors shall levy no transit or customs duties on any species of merchandize which may pass through, or be exported from, or imported into, the aforesaid lands.

3*rd.*—That the said Futteh Pergass and his successors shall keep in repair the roads which at present exist in the aforesaid lands, and render such further assistance in constructing and repairing new roads as the British Government may at any future period, or from time to time, think proper to direct.

4*th.*—That the said Futteh Pergass and his successors shall maintain a sufficient police, and erect towers at convenient distances for the protection of travellers and merchants passing through the aforesaid Keardadoon.

5*th.*—That the said Futteh Pergass and his successors shall, at no time or under any pretence, levy from his subjects dues or bounties or forced contributions of any sort, usually known by the name of Roomalee Nuzzuranah and the like, or any other fines or arbitrary exactions or impositions.

*Given under the seal and signature of the Right Hon'ble the Governor-General in Council, this Fifth day of September* 1833 *A. D.*

L. S.

(Signed) W. C. BENTINCK.
„ C. T. METCALFE.
„ A. ROSS.

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## No. XC.

SUNNUD to RAJAH MAHA CHUND of BELASPORE, dated 6th March 1815.

Whereas Rajah Maha Chund of Belaspore has, with sincerity of heart, professed obedience and submission to the British Government, and become a dependent of the Honorable Company, and has cast off all connection with the Goorkha State; Therefore, in conformity with the tenor of the Proclamation issued under the authority of His Excellency the Governor-General, on the 17th of October 1814, the Rajah is hereby confirmed in the possession of the lands of his ancient territory of Kyloor, actually occupied by him on this side of the River Sutledge, subject to the following conditions:—He shall never openly or secretly ally himself with the Goorkha State, or with any enemy of the Honorable Company, but remaining steadfast in the path of obedience and submission to the orders of the British Government, shall, at all times, be prepared, with the force which he may have, to render useful service to the British troops, providing supplies of grain and furnishing begars (for the conveyance of burdens), and generally performing whatever may be entrusted to his charge. He shall ever be ready to obey such orders as may be signified to him at the present period, or which may be given to him at any future time, more especially on the occasion of any British Force being sent against an enemy in that quarter, when he shall not fail to discharge to the utmost of his ability the obligations of fidelity and attachment to the British Government. Exclusive of the stipulations above-mentioned, the British Government, in its liberality and favor, will not require from the Rajah any tribute or pecuniary indemnification of any kind. And in the event of a peace between the British Government and the Goorkha State, provided the Rajah shall have rendered faithful service, the British Government engages that nothing contrary to the conditions of protection as affecting the Rajah shall be listened to by the British Government. Moreover, the terms of the replies to the Rajah's requests, bearing the signature of Major-General Ochterlony, and dated on the 18th of February 1815, are approved and ratified by the Governor-General. It becomes the duty of the Rajah, therefore, that being firmly fixed and established in his Raj, he set his mind at rest on that point, and divesting himself of

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all apprehension, devote his time to the promotion of the happiness and comfort of his subjects, and consider this as a valid Sunnud for his country.

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TRANSLATION of PAPER of REQUESTS presented by the AGENTS of RAJAH MAHA CHUND, and answers by MAJOR-GENERAL OCHTERLONY, 18th February 1815.

*Requests.*

1*st.*—Since I have withdrawn from my connection with the Goorkhas, and attaching myself to the British Government, consider my connection with it the same as my honor and my life, I hope that I shall be continued in possession of my ancient territory, and that it shall be under the protection of the Honorable Company, and that if at any time, when the Goorkhas shall submit to the British Power, they shall propose anything to my disadvantage from a spirit of revenge for my having abandoned their cause, it shall not be listened to.

*Answers.*

If the Rajah shall have really and truly withdrawn himself from his connection with the Goorkhas, and shall attach himself to the British Government, he shall undoubtedly be confirmed in the possession of his ancient territory of Khyloor, lying on this side of the River Sutledge, agreeably to the terms of the Proclamation which was issued under the authority of the Governor-General, on the 17th of October last, and it shall, in every respect, be considered to be under the protection of the British Government. In the event of peace between the British Government and the Goorkhas no representation of the Goorkhas against the Rajah, at variance with the dues of protection, shall be attended to. But on the subject of guaranteeing the country of Khyloor, a reference shall be made to the Governor-General.

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HILL STATES.

No. XC.

| *Requests.* | *Answers.* |
|---|---|
| 2*nd.*—It is well known that the Forts of Futtehpore, Mundgur, Behadurpoor, and Ruttunpoor, constructed by my ancestors, were held by me; suddenly, however, they were seized by Rajah Ram Surn, who held them for seven months, when I caused them to be restored to me. I hope that in continuing to me my ancient possessions, those Forts will be included therein. | 2*nd.*—I am also acquainted with the fact of the Forts of Futtehpoor, Mundgur, Behadurpoor, and Ruttunpoor, being of old dependencies of the country of Khyloor. Provided the Rajah shall withdraw from the Goorkhas, and connect himself with the British Government, they shall remain to him as heretofore. |
| 3*rd.*—With respect to the affair of the twelve Thakoors, although they of old belonged to me, yet owing to my weakness, the Surmoreea Rajah sometimes got possession of them, and sometimes they were held by Rajah Ram Surn. When the Goorkhas came here I was re-established in the possession of the twelve Thakoors. On the return of the Goorkhas from the Fort of Kangra they required that I should assign something out of the twelve Thakoors for the maintenance of the troops. In consideration of my connection with them, and also of my inability to oppose their requisition, nine of the twelve Thakoors were given to them. The Thakoors of Dhamee, Buhjee, and Kotee, are still in my possession. I have stated this merely in the way of information. Otherwise in every respect I am submissive to the pleasure of the British | 3*rd.*—Any proposition by the Rajah regarding the twelve Thakoors is improper, for the real state of the case is very different. Although I must give a positive refusal to this request, for when the time for the settlement of the twelve Thakoors shall come they must be adjudged to the real proprietors, yet should the Rajah render good service to the British Government, and abandon the cause of the Goorkhas, the same consideration which he experienced with respect to one or two of the Thakoors from the Goorkhas may, in my opinion, be also shown to him by the British Government. |

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| *Requests.* | *Answers.* |
|---|---|
| Government in this affair, and consider it a happiness to conform to its orders. | |
| 4*th.*—The Goorkhas gave several places to me besides those included in my original possessions. The Major-General is now vested with the same authority which they exercised. As he shall order, so will I consider it as happiness to act. Be pleased now to show me favor, or when I shall have rendered good service to the Government. The Major-General is my friend and patron on the part of the British Government. | 4*th.*—No claim to any places which the Goorkhas gave to the Rajah, besides his ancient territory of Khyloor can be listened to. In conformity with the terms of the Proclamation of the 17th October, no tribute nor pecuniary demand of any kind shall be exacted from the Rajah. In return for all the benefits which the Rajah will enjoy, the British Government only requires that while the war with the Goorkhas shall last, the Rajah shall co-operate with the British Troops, and that in future also, on every occasion of a British Force coming into this quarter to act against an enemy, the Rajah shall be ready to join and to afford every assistance in his power, by providing supplies of grain and discharging all the other obligations of fealty and submission. |

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HILL STATES.
No. XCI.

## No. XCI.

TRANSLATION of a SUNNUD granting territories to RAJAH JUGGUT CHUND of KUHLOR (BELASPORE), dated 21st October 1847.

Whereas by the Treaty concluded between the British Government and the State of Lahore, on the 9th March 1846, the hill territories came into the possession of the Honorable Company, and whereas Rajah Juggut Chund of Kuhlor has always evinced his obedience and submission to the British Officers, the Government hereby confirms in perpetuity to Rajah Juggut Chund and the heirs male lawfully begotten of his body by his Ranee, the Territory of Kuhlor, with such boundaries as have been in his possession since the commencement of the British rule in the Trans-Sutlej States, with full administrative powers therein. In default of an heir of the above description, the territory, with full powers, will be conferred upon the male heir who may be proved to the British Government to be next of kin to the Rajah. Be it known to the Rajah, that if any of his successors is found incompetent and unable to administer the affairs of the state, the British Government reserves to itself the power of removing him and installing another heir next of kin to the Rajah, who may be found entitled to it, and capable of administering the territory. Whoever shall, according to the foregoing terms, succeed the Rajah, will remain in the undisturbed possession of his territory and state, on the conditions which are specified in the Agreement executed by the Rajah, and which are as follows:—

1*st*.—That he shall abolish all transit duties in his territory, and consider it incumbent upon him to afford protection to the bankers, tradesmen, and dealers in his state.

2*nd*.—That he shall construct roads not less than 12 feet broad in his state, and repair them when necessary.

3*rd*.—That on the occasion of a war, he shall, when directed, join the British Army with his own retainers and hill-porters, keep himself in readiness to execute the orders of the Officers of Government, and supply provisions according to his means.

4*th*.—That all disputes which may take place between the Rajah of Kuhlor and any other Chiefs shall be referred to the British Courts.

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*5th.*—That he shall not alienate or mortgage any portion of his territory without the knowledge and permission of Government.

*6th.*—That he shall abolish in his territory slave-dealing, suttee, female infanticide, and the practice of burning or drowning lepers, as these practices are opposed to British law, and that he shall issue such strict orders in respect thereof that no one may venture to commit any of the said crimes.

The Rajah shall not encroach beyond the boundaries of his own territory on the territory of another. He shall consider this Sunnud as a ratified document, and use his exertions to fulfil the terms thereof, to promote the welfare of his people, to improve the condition of his country, to adopt measures for the increase of cultivation, to redress grievances, to maintain lawful rights, and to keep the roads secure. He shall not exact money from his subjects, but treat them with kindness, that they may always be thankful to him. It is the duty of the subjects to regard him, and, after him, his successor, as above described, as their sole and lawful lord, to pay without fail the revenue due to him, to remain obedient to him at all times, and to behave themselves well.

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## No. XCII.

### Sunnud to Rajah Ram Sing (or Ram Surrun) for Hindoor.

Whereas all the hill country has come into the possession of the British Government; and whereas Rajah Ram Sing has, during the present war, performed worthily the part of an ally of the British Government, joining the British troops in person with his forces, and furnishing begarees to level roads and to perform other work, wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to the said Rajah, conferring on him and his heirs for ever, Hindoor, &c., seven Pergunnahs; and Buhtowlee with twelve villages, and Munjholee with four villages (excepting, however, the half share of Fyzoollah-poora, in Pergunnah Khas Hindoor, and the Fort of Malown, with six villages of Mouzah Malown Chakiran, which are on the point (tegh) of the Hill of Malown, and Mouzas Malown-badhoo, Chulandooaree-wallah, &c., the jumma of the whole seven villages being

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HILL STATES.
No. XCIII.

118 Rupees and 123½ maunds of grain), together with all the rights and appurtenances belonging thereto, and the sayer collections, and right of distributing justice to the ryots; without exaction of begarees, or of service, or of nuzzuranah, all these dues being remitted. Whatever number of begarees the Rajah shall furnish in case of war, shall be paid for by the British Government at the rate of 4 Rupees per man. The Rajah, however, will not receive any pay for himself and his Troops in joining the British Forces. The Rajah, considering this Sunnud a full and valid title for himself and his descendants, will exert himself to the utmost to promote the welfare of his subjects, and will abstain from encroaching on the possessions of others; and being grateful for the favor which has been shown him by the British Government, he will continue firm in allegiance to it, and will conform to all the conditions of this Sunnud.

It will be the duty of the ryots on their part to consider the Rajah as their rightful lord, and to pay their revenue punctually, and show obedience to his authority, and to exert themselves to improve the cultivation of their lands and to augment the Rajah's resources.

20*th October* 1815.

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## No. XCIII.

SUNNUD to RAJAH RAM SING (or RAM SURRUN) for the THAKOORAEE of BUROWLEE.

Whereas all the hill country has come into the possession of the British Government, and many Chiefs have had their former possessions wholly restored to them; and whereas the Fort of Malown, with six villages, the estimated annual jumma of which is 118 Rupees and 118 maunds of grain, has been withheld from Rajah Ram Sing, in order to be retained as a post for British troops; therefore, as a compensation for the said fort and six villages, this Sunnud is, by order of the Right Honorable the Governor-General, granted to Rajah Ram Sing, conferring on him and his heirs for ever the Thakooraee of Burowlee, with all the appurtenances belonging thereto, and the sayer collections. The said Rajah, considering this Sunnud to be a valid instrument, will, after leaving to the Ranee of the said Thakooraee

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four villages for her subsistence, take possession of the remainder. In case of war he will be bound to furnish begarees and sepoys, and to pay nuzzuranah according to the statement subjoined. He will make roads in all directions around the said Thakooraee, and he will be careful not to encroach on the possessions of others. He will promote the welfare of his ryots, and pay strict obedience to the British Government, to whom he will be grateful for the favors which he has received. The duty of the ryots, on the other hand, will be to consider the Rajah as their rightful lord, and to pay their revenue punctually, and to show obedience to his authority, and to exert themselves to improve the cultivation of their lands and to augment the Rajah's resources.

*Statement alluded to above.*

Begarees, remitted altogether: nuzzuranah, remitted altogether. Roads to be prepared in every direction around the Thakooraee.

20*th October* 1815.

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## No. XCIV.

TRANSLATION of a SUNNUD granting the FORT of MALOWN, with its dependent villages, and two guns and ammunition, to RAJAH RAM SING of NALAGURH.

*Dated* 29*th October* 1846.

Whereas Rajah Ram Sing, the Rajah of Nalagurh, has always been firm in his attachment and devotion to the British Government, and whereas he was the only Cis-Sutlej Chief who evinced his fidelity by waiting on the Governor-General at Lushkurree Khan-ke-Seraie, on the eve of the Lahore Campaign, while the Seikh Army was crossing the Sutlej, the Fort of Malown, with its undermentioned six dependent villages, and the two 18-pounders and ammunition in the Fort are hereby granted to him by the British Government *nuslun badi nusulin* and *botunun badi botunin* (from generation to generation), on the following conditions specified in the ikrarnamah entered into by him, *viz.*:—

1*st.*—That the Rajah binds himself and his successors to rule the people hereby transferred to his authority with justice and moderation, so that they may in no respect be sufferers by being transferred from the rule of the British Government to that of the Rajah.

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No. XCIV.

2*nd*.—That the Rajah will recognize their right to appeal to the local British Agent against oppression or injustice.

3*rd*.—That he will, on pain of forfeiture of the grant, pay implicit attention to any advice or remonstrance which the British Agent may have occasion to offer on their behalf. It behoves the Rajah to consider this Sunnud a complete and valid document, and in return for this favor to remain ever firm in his loyalty towards the British Government.

1. Mouza Malown Chakran.
2. Mouza Malown Budhoo.
3. Mouza Chelan Duwuroowallah.
4. Mouza Soharghatty.
5. Mouza Malown.
6. Mouza Leig.

*Dated* 29*th October* 1846, *corresponding with* 10*th Kartick Soodee* 1903 *Sumbut*.

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TRANSLATION of an IKRARNAMAH entered into by RAJAH RAM SINGH of NALAGURH.

*Dated* 29*th October* 1846.

Whereas the British Government has been pleased to grant me, under a Sunnud *nuslun badi nusulin* and *botunun badi botunin*, the Fort of Malown and its six dependent villages specified in that Sunnud, together with the two 18-pounders and the ammunition in that Fort: I do hereby execute an ikrarnamah, binding myself and my successors to the following three conditions:—

1*st*.—I will rule the people transferred to my authority by virtue of the aforesaid Sunnud with justice and moderation, so that they may in no respect be sufferers by being transferred from the rule of the British Government to that of Hindoor.

2*nd*.—I will recognize their right to appeal to the local British Agent against oppression or injustice.

3*rd*.—I engage, on pain of forfeiture of the grant, to pay implicit obedience to any advice or remonstrance which the British Agent may have occasion to offer on their behalf.

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## No. XCV.

TRANSLATION of a SUNNUD granting the State of NALAGURH, with the title of RAJAH, to RAJAH UGUR SING.

*Dated the 19th January 1860.*

Whereas Rajah Bejey Sing, lawful son of Rajah Ram Sing of Nalagurh, having died, leaving no legitimate male heir of his body, the Territory of Nalagurh has lapsed to the British Government, and is entirely at its disposal; but in consideration of the fidelity of Rajah Ram Sing, and of the useful services which he rendered during the Goorkha War in 1813 and 1814, the Government wishes to grant the State of Nalagurh, which was in the possession of the late Rajah, to Ugur Sing, an illegitimate son of the said late Rajah Ram Sing: Accordingly the Government hereby confers the State of Nalagurh, with the title of Rajah, upon Ugur Sing and the heirs male of his body lawfully begotten.

Be it known that Rajah Ugur Sing and his heirs shall pay to the British Treasury an annual tribute of five thousand Rupees; that the Government guarantees the jaghire of the brothers of Rajah Ugur Sing; that the Rajah shall allow the free access of British subjects, Native and European, into his territory, for commerce or otherwise, and treat them on an equal footing with the subjects of his own territory; and that Government has reserved to itself the power of making roads through the Nalagurh State.

Be it further known that the grant has been made on condition of good behaviour and of service, Military and Political, at any time of general danger or disturbance.

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## No. XCVI.

SUNNUD in the name of MUHENDRA SINGH TEEKA of BUSSAHIR.

The overthrow of the Goorkha power in these hills having placed the countries freed from it at the disposal of the British Government, Lieutenant Ross, Assistant Agent, Governor-General, by virtue of instructions conveyed to him by General Sir David Ochterlony, K. C. B., A. G. G., &c., &c., &c., under authority of the Right Honorable Governor-General, confirms to Muhendra Singh, son of Rajah Oogur

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Singh, and to his descendants, the Raj of Bussahir, the same in extent and boundary as on the death of his father in Summut 1868 (A. D. 1811), on the conditions and with the exceptions and restrictions hereafter detailed.

1*st.*—The Government of Bussahir shall pay in Teghbundee, namely, as a contribution towards defraying the expense of the force maintained by the British Government for the preservation of the safety and tranquillity of the Protected Hill States, the annual sum of fifteen thousand Culdar Rupees, agreeably to the rate of exchange between the Bussahir and British currency that may exist on the days of payment at the nearest posts of British troops, in the three following kists or instalments :—

| | | | | |
|---|---|---|---|---|
| 1st Poose (December, January) | ... | 5,000 | 0 | 0 |
| 2nd Bysack (April, May) | ... | 5,000 | 0 | 0 |
| 3rd Sawun (July, August) | ... | 5,000 | 0 | 0 |

2*nd.*—The Fort of Raeengurh, together with the district in which it stands, namely, the division of Raeen Pergunnah, situated on the left bank of the Pabur River; the Pergunnah of Sundock, together with the Forts of Seeleedan and Whurtoo therein contained, and the Fort of Bagee in Kurangool, or another post in its neighborhood, to be hereafter specified, will be retained by the British Government as commodious stations for its protecting force.

3*rd.*—The Thakooraees of Dulaitoo, Kunaitoo, and Kurangtoo having been virtually incorporated with the Bussahir Raj several years previous to the Goorkha invasion, the same arrangements will exist with respect to them as under Rajah Oogur Sain, and the same assignments as made by him for the maintenance of the representatives of their respective Thakoors will be continued. The Thakooraees of Kolegurh and Comarsain are hereby declared independent of all but the paramount authority of the British Government.

4*th.*—In the event of war the troops of Bussahir will co-operate with the British Force on due requisition and in such manner as may be pointed out to them.

5*th.*—The administration of Bussahir will furnish begarees, when called on, for the construction of roads throughout their country.

RAMPOOR,
23*rd Kartik, Summut* 1872.
*November 6th, A. D.* 1815.

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## No. XCVII.

TRANSLATION of a SUNNUD granted to RANA SUNSAR SING for a part of the THAKOORAEE of KEONTHUL.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Rana Sunsar Sing, conferring on him and his heirs for ever the Pergunnahs Goolhanj and eight Pergunnahs, with the sayer collections of the same. The Rajah, considering this a valid instrument, will take possession of the said Pergunnahs, paying strict allegiance to the British Government, and will promote the welfare of his ryots, and will abstain from encroaching on the other Pergunnahs of Keonthul, and will never at any time advance a claim to the other Pergunnahs. In case of war the Rajah will join the British Force with his troops.

The duty of the ryots and of the Thakooraee on their part will be, considering Rana Sunsar Sing as their rightful lord, to obey him accordingly and pay the revenues regularly.

If the Rajah should be wanting in obedience to Government, or should fail to join with his Troops in case of war, the lands conferred on him by this Sunnud will be forfeited.

*6th September* 1815.

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## No. XCVIII.

TRANSLATION of a SUNNUD granted to RANA SUNSAR SING.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Governor-General, this Sunnud is granted to Rana Sunsar Sing, conferring on him and his heirs for ever the Thakooraees of Bethook, Gootee, Khond, and Kyaree, which have been from of old comprehended within and subject to the Raj of Keonthul, the Ranas of which Raj have always received nuzzuranah from each. The Rana aforesaid will

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take nuzzuranah annually from the said Thakooraees by two instalments, in the following proportions :—

| | | | |
|---|---|---|---|
| From | Bethook | ... ... | 500 Rupees. |
| „ | Gootee | ... ... | 500 „ |
| „ | Khond | ... ... | 250 „ |
| „ | Kyaree | ... ... | 250 „ |

And the said Rana shall promote the welfare of the ryots, and shall protect the Thakoors. The Rana shall also, on requisition from the British authorities, furnish begarees and sepoys from each Thakooraee. He shall also distribute justice to all, and shall oblige the Thakoors to keep the roads in repair. And, considering this a valid instrument, he will always acknowledge his obligations to the British Government, and conform to the stipulations of the Sunnud. The Thakoors will consider the Rana aforesaid to be their rightful lord, and will obey him accordingly, and pay their nuzzuranah according to the amount above stated, or, failing in the performance of these duties, they will be ejected. Let them therefore conform to these injunctions and not encroach on the possessions of others.

11*th September* 1815.

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## No. XCIX.

TRANSLATION of a SUNNUD granting PERGUNNAH POONUR to RANA SUNSAR SING of KEONTHUL, under the seal and signature of CAPTAIN ROBERT ROSS, Deputy Superintendent of Sirhind and Hill States.

*Dated 5th April* 1823.

Whereas, by the grace of God, the Goorkhas have been completely expelled from this country, and all the places of this district have come into the possession of the British Government, the Pergunnah of Poonur, which, agreeably to the Government orders of the 20th September 1816, received through General Sir David Ochterlony, was confirmed to Rana Sunsar Sing of Keonthul in perpetuity, with all the rights and appurtenances belonging thereto, is hereby annexed to the Thakooraee of Keonthul. It behoves the above-named Rana, considering this Sunnud as a valid deed, to hold possession of the said

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Pergunnah; to abstain from encroaching upon the territories of others; to improve the condition of the people; to distribute justice to the aggrieved; to evince his unswerving attachment to the Government, by executing all its orders with promptitude and zeal; to acknowledge his obligations for this favor; to join in person the British Forces with his retainers on the occasion of a war; and not to disregard orders of Government requiring begarees from his territory in time of need. He shall consider it incumbent upon him to construct roads fit for carts to pass, at such places in his territory where the Huzoor (I) may stay. Excepting the above, no tribute or nuzzuranah shall be demanded from him.

It will be the duty of the ryots of Pergunnah Poonur to consider Rana Sunsar Sing and his descendants as their rightful lord, and to obey his orders.

*Dated 5th April* 1823, *corresponding with* 22*nd Rujub* 1238 *A. H.*

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## No. C.

TRANSLATION of a SUNNUD granted to RANA JUGGUT SING of BAGHUL.
*Dated 3rd September* 1815.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Rana Juggut Sing, conferring on him and his heirs for ever the Thakooraee of Baghul, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and sepoys, as specified below, in case of his being so required. The said Rana Juggut Sing will promote the welfare of his ryots, and the cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, as detailed below, when called upon; and will pay strict obedience to the British

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Government, and abstain from encroaching beyond his own limits. And if at any time the said Rana Juggut Sing fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms. The duty of the ryots of the Thakooraee, on their part, will be, considering Rana Juggut Sing as their rightful lord, to obey him accordingly, and pay the revenues regularly.

*Detail.*

Hundred begarees with Captain Ross at Subathoo; and in case of a war, joining the British troops with his forces; and making roads 12 feet broad throughout his Thakooraee. Nuzzuranah remitted.

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## No. CI.

TRANSLATION of a SUNNUD granting THAKOORAEE JOOBUL to RANA POORUN CHUND of JOOBUL, under the Seal and Signature of CAPTAIN ROSS.

*Dated 18th November* 1815.

Whereas, on the expulsion of the Goorkhas, the whole of the hill territory has come into the possession of the British Government, this Sunnud, agreeably to the orders of the Right Honorable the Governor-General, Lord Moira, received through General Sir David Ochterlony, is granted to Rana Poorun Chund, conferring upon him Thakooraee and Territory of Joobul, of which he shall hold possession in perpetuity, in the same manner as he did during the time of the Goorkhas. He shall exert himself to serve the Government in the following manner:—

1*st.*—He shall employ seventy begarees in the constant service of Government throughout the year.

2*nd.*—No nuzzuranah shall be taken from him.

3*rd.*—The armed retainers of Joobul shall join the British Force on the occasion of a war, and shall not serve any other power.

Begarees shall be supplied when required for the construction of roads.

*Dated* 3*rd Ughan* 1872 *Sumbhut, corresponding with* 18*th September* 1815.

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## No. CII.

TRANSLATION of a SUNNUD granted to ROODER PAUL of BUDJEE.

*Dated 4th September* 1815.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Rooder Paul, conferring on him and his heirs for ever the Thakooraee of Budjee, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and sepoys, as specified below, in case of his being so required. The said Rooder Paul will promote the welfare of his ryots, and the cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, as detailed below, when called upon, and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits; and if at any time the said Rooder Paul fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms. The duty of the ryots of the Thakooraee, on their part, would be, considering Rooder Paul as their rightful lord, to obey him accordingly, and pay the revenues regularly.

*Detail.*

Forty begarees at Subathoo; to join with his force in case of war; to keep up roads throughout the Thakooraee. Nuzzuranah remitted.

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HILL STATES.

## No. CIII.

No. CIII. TRANSLATION of a SUNNUD granting THAKOORAEE BUDJEE to RANA RUN BAHADOOR SING, Chief of BUDJEE, dated 10th July 1845.

Whereas, on the 27th Kartick 1899 Sumbut, corresponding with 10th November 1841, Thakoor Rooder Paul, Chief of Budjee, of his own accord and free will, made over the administration of the affairs of Budjee to his son, Rana Run Bahadoor Sing, and whereas a copy of a letter from the said Thakoor was transmitted in a report, No. 16, to Mr. Maddock, the Chief Secretary, for the orders of the Right Honorable the Governor-General, Lord Ellenborough, to which a reply, dated 12th November 1841, No. 1106, under the signature of the said Secretary, was received, granting the prayer of Thakoor Rooder Paul: This Sunnud is granted to Rana Run Bahadoor Sing, conferring upon him in perpetuity the said Thakooraee, with all the rights and appurtenances belonging thereto, on the condition that he shall pay year after year, Fusul after Fusul, a nuzzuranah of one thousand four hundred and forty Rupees in lieu of begarees, and that he shall, when required, appear in person with begarees and retainers as detailed below. It behoves him to promote the welfare of the people; to improve the cultivation; to secure the safety of the roads; to pay annually by instalments the fixed nuzzuranah; to appear in person with begarees and armed retainers when required; to show obedience to the British Officers; to abstain from encroaching on the territories of others; to obey the usual orders in respect to the supply of begarees and retainers from his ilaqua in time of need; and to consider himself bound to construct roads throughout his territory.

It will be the duty of the ryots of the said Thakooraee to consider Rana Run Bahadoor Sing as their rightful lord for ever, and not swerve from obedience to his orders.

*Detail.*

An annual nuzzuranah of one thousand four hundred and forty Rupees to be paid by him by instalments.

On the occasion of a war he shall join the British Officers in person with all his retainers.

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He shall construct roads 4 yards broad in his territory.

*Dated* 10*th July* 1845, *corresponding with* 4*th Rujjub* 1261 *A. H., and* 9*th Assar* 1902 *Sumbut.*

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## No. CIV.

TRANSLATION of a SUNNUD granting THAKOORAEE KOMHARSEIN to RANA KHER SING, under the Seal and Signature of GENERAL SIR DAVID OCHTERLONY.

*Dated 7th February* 1816.

Whereas the Goorkhas have been completely expelled from the Hill States, and the whole of the hill country has come into the possession of the British Government: This Sunnud is, by order of the Right Honorable the Governor-General, Lord Moira, granted under my seal and signature to the aforesaid Rana, conferring upon him in perpetuity Thakooraee Komharsein, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expenses of protection by the British Troops, and of his attending with begarees and sepoys, as specified below, in case of his being so required. The said Rana will exert himself with zeal to promote the welfare of his ryots, to improve the cultivation of the lands, and to secure the safety of the roads, and ensure the due payment of his nuzzuranah for defraying the expenses of the troops protecting the hill country; and will be ready to appear in person when required, with begarees and armed retainers as set forth below; and will pay strict obedience to the British Government, and abstain from encroaching upon the lands of others. If at any time he shall fail in the performance of any of the above conditions, he will incur the displeasure of Government, and be dispossessed of the grant. Considering this Sunnud as a valid instrument, he will conform to its terms in the administration of the affairs of his territory.

It will be the duty of the ryots of the aforesaid Thakooraee to consider the said Rana, and after him his descendants, as their rightful lord; to pay their revenue punctually; to show obedience to his authority, and not to swerve from obedience to his reasonable orders.

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HILL STATES.

No. CV.

*Detail.*

Forty begarees to be supplied* throughout the year for the service of the Government.

He shall serve the Government in person with all his retainers on the occasion of war.

He shall construct in his territory roads 4 yards wide.

No nuzzuranah shall be taken.

*Dated 7th February* 1816.

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## No. CV.

TRANSLATION of a SUNNUD granted to RANA BHOOP SING of KOTHAR.

*Dated 3rd September* 1815.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Rana Bhoop Sing, conferring on him and his heirs for ever the Thakooraee of Kothar, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and sepoys, as specified below, in case of his being so required. The said Rana Bhoop Sing will promote the welfare of his ryots, and the cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, as detailed below, when called upon; and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits. And if at any time the said Rana Bhoop Sing fail in the performance of any of the

---

* The Sunnud of 1840 prescribes that the Rs. 2,000 a year in lieu of these begarees shall be paid in the following instalments :—

| | | | | |
|---|---|---|---|---|
| In April ..... | Rs. | 666 | 10 | 8 |
| In August ..... | „ | 666 | 10 | 8 |
| In December ..... | „ | 666 | 10 | 8 |

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above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms. The duty of the ryots of the Thakooraee, on their part, will be, considering Rana Bhoop Sing as their rightful lord, to obey him accordingly and pay the revenues regularly.

*Detail.*

Forty begarees, and making roads throughout the Thakooraee; and in case of war, joining the British troops with his whole force.

Nuzzuranah altogether remitted.

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## No. CVI.

TRANSLATION of a SUNNUD granted to GOBURDHUN SING of DHAMEE.

*Dated 4th September* 1815.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Goburdhun Sing, conferring on him and his heirs for ever the Thakooraee of Dhamee, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and sepoys, as specified below, in case of his being so required. The said Goburdhun Sing will promote the welfare of his ryots, and the cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys as detailed below, when called upon; and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits. And if at any time the said Goburdhun Sing fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms. The duty of the ryots of the Thakooraee, on their part, will be,

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considering Goburdhun Sing as their rightful lord, to obey him accordingly, and pay the revenues regularly.

*Detail.*

Twenty begarees at Subathoo; to make roads 12 feet broad; nuzzuranah remitted; to join in case of war with troops.

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## No. CVII.

TRANSLATION of a SUNNUD granted to MOHINDER SING.

Whereas the Goorkhas have been completely expelled from these districts, and all the hill country has come into the possession of the British Government; and whereas, in consequence of Mohinder Sing's having failed to join the British Forces during the war with the Goorkhas, the whole country of Bughaut is entirely forfeited to the British Government, that Government, of which magnanimity is the characteristic feature, is pleased, as an act of pure favor and grace, to grant anew to Mohinder Sing the Pergunnahs Kusowlee, Boohuj, Bewal, and Golee Masil, being four Pergunnahs of Bughaut, which were forfeited along with the rest. Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is given, conferring the four Pergunnahs aforesaid on Mohinder Sing and his heirs for ever. It is necessary therefore that he should reside at Dhurum Poorah and take possession of the said Pergunnahs, promoting the welfare of the ryots and dispensing justice to all. He must beware not to encroach beyond the ancient and fixed boundaries of the four Pergunnahs aforesaid on any of the other Pergunnahs of Bughaut, and he must never lay claim to any of the other Pergunnahs, or to the produce of the sayer collections of Bughaut, amounting to 1,300 Rupees, which has been given to Maha Rajah Kurrum Sing. He must pay allegiance to the British Government, and in case of war must join the British troops with such a force as he is able to collect. He must moreover keep always twenty begarees with the Officer at Subathoo.

If at any time he shall depart from these engagements, he will be immediately dispossessed of the lands in question. The ryots of the

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said lands must, on their part, consider Mohinder Sing to be the rightful lord of the territory, and pay their revenue punctually, and show due deference to his just authority.

*Dated 4th September* 1815.

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## No. CVIII.

SUNNUD granted to DULLEEP SING of BUGHAT.

*Dated 31st January* 1862.

On the death of Beeja Sing, the last Chief of Bughat, without issue, the estate lapsed to the British Government. It was, however, the gracious intention of Her Majesty's Government to restore the estate in perpetuity to Sirdar Omeid Sing, cousin of Beeja Sing, and his descendants, on certain conditions; Omeid Sing died before this intention could be fulfilled, and I now hereby confer on you, his legitimate son, and on the heirs of your body in perpetuity, the Estate of Bughat, subject to the following conditions:—

1*st.*—The estate of Bughat shall be chargeable with an annual tribute of Rupees 2,000.

2*nd.*—So much of the estate of Bughat (including the lands at present owned by Major-General Innes) as now yields a gross revenue of 2,500 Rupees a year, shall be retained in perpetuity by the British Government in payment of this tribute.

3*rd.*—The remainder of the estate shall be free from payment of tribute.

Be assured that, so long as you and your successors remain loyal to the British Crown, and faithful in the discharge of your obligations to the British Government, the estate of Bughat shall remain to your house a perpetual possession.

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HILL STATES.

No. CIX.

## No. CIX.

TRANSLATION of a SUNNUD granted to THAKOOR JOOG RAJ of BULSUN.

*Dated 21st September 1815.*

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Thakoor Joog Raj, conferring on him and his heirs for ever the Thakooraee of Bulsun, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and sepoys as specified below, in case of his being so required. The said Thakoor Joog Raj will promote the welfare of his ryots and the cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, as detailed below, when called upon, and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits. And if at any time the said Thakoor Joog Raj fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms; the duty of the ryots of the Thakooraee, on their part, will be, considering Thakoor Joog Raj as their rightful lord, to obey him accordingly, and pay the revenues regularly.

*Detail.*

Thirty begarees at Subathoo; to attend with his force in case of war. Roads 12 feet broad. Nuzzuranah remitted.

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## No. CX.

TRANSLATION of a SUNNUD granted to THAKOOR SUNSAROO of MYLOG.

*Dated 4th September 1815.*

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Thakoor Sunsaroo, conferring on him and his heirs for ever the Thakooraee of Mylog, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops; and of his attending with begarees and sepoys, as specified below, in case of his being so required. The said Thakoor Sunsaroo will promote the welfare of his ryots, and the cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, as detailed below, when called upon, and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits. And if at any time the said Thakoor Sunsaroo fail in the performance of any of the above obligations (again enumerated), he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms; the duty of the ryots of the Thakooraee, on their part, will be, considering Thakoor Sunsaroo as their rightful lord, to obey him accordingly, and pay the revenues regularly.

*Detail.*

Forty begarees; nuzzuranah remitted; to keep up roads; to join with his troops in case of war.

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## No. CXI.

TRANSLATION of a SUNNUD granted to MAUN CHUND of BEEJAH.

*Dated 4th September* 1815.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Maun Chund, conferring on him and his heirs for ever the Thakooraee of Beejah, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and sepoys, as specified below, in case of his being so required. The said Maun Chund will promote the welfare of his ryots, and the cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, as detailed below, when called upon, and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits. And if at any time the said Maun Chund fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms. The duty of the ryots of the Thakooraee on their part will be, considering Maun Chund as their rightful lord, to obey him accordingly, and pay the revenues regularly.

*Detail.*

Five begarees; roads; nuzzuranah remitted; to join with troops in case of war.

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## No. CXII.

TRANSLATION OF A SUNNUD conferring THAKOORAEE TUROCH upon THAKOOR JHOOBOO, son of THAKOOR LUGOOCHUND, under the seal and signature of CAPTAIN ROSS.

*Dated 31st January* 1819.

Whereas the Goorkhas have been completely expelled from the Hill States, and the whole of the hill country has come into the possession of the British Government, and whereas the aforesaid Rana, being absent on the occasion of the settlement which was ordered by the Right Honorable the Governor-General, Lord Moira, to be made in the Hill Territories, the grant of a Sunnud for Thakooraee Turoch to the said Rana was delayed: Now from the commencement of the year 1819, corresponding with 1234 A. H. and 1875 Sumbut, the above-named Rana being present, this Sunnud is granted to him under my seal and signature, conferring upon him in perpetuity Thakooraee Turoch, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and retainers, as set forth below, in case of his being so required, and of obedience to the British Government. It behoves him to exert himself in the administration of the affairs of his possessions; to consider himself a dependent of the Government, and not of any other power; to abstain from encroaching upon the territories of others; to promote the welfare of the people; to improve the cultivation of the land; and to secure the safety of the roads. If at any time he fail in the performance of any of the above conditions, he shall be dispossessed of the grant. Considering this Sunnud as a valid instrument, he will conform to the foregoing conditions in the administration of the affairs of his territory. It will be the duty of the ryots of the said Thakooraee to regard the aforesaid Rana and his descendants as their rightful lord, to obey him accordingly, and pay the revenues regularly.

*Detail.*

Eight begarees to remain in attendance throughout the year.

No nuzzuranah shall be taken.

He shall construct roads throughout his territory.

He shall join the British Officers in person with his armed retainers and begarees on the occasion of war.

*Dated* 31*st January* 1819, *corresponding with* 1*st Rubbeeoossanee* 1234 *A. H.*

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HILL STATES.

No. CXIII.

## No. CXIII.

TRANSLATION of a SUNNUD granting THAKOORAEE TUROCH to THAKOOR RUNJEET SING, son of THAKOOR KURM SING, under the seal and signature of the Honorable JOHN ERSKINE, Sub-Commissioner and Superintendent of the N. W. Frontier.

*Dated 27th June* 1843.

Whereas, in terms of a letter from Mr. Secretary Hamilton, No. 2, dated 6th July 1843, and also of paragraphs 38 to 40 of a letter from the Honorable Court of Directors, No. 15, dated 31st August 1842, Thakooraee Turoch was granted to the above Thakoor, this Sunnud is now given to him under my seal and signature, conferring upon him in perpetuity the aforesaid Thakooraee, with all the rights and appurtenances belonging thereto. It behoves him to consider himself a dependent of the British Government, and not of any other power; to promote the welfare of the people; to improve the cultivation of the lands; to look to the security of roads; to construct roads in his Ilaqua; to appear in person with begarees and armed retainers according to his means when required; to pay annually by three instalments two hundred and eighty-eight Rupees, which have hitherto been paid into the Government Treasury, and also to pay by instalments an annual sum of two hundred and fifty Rupees, on account of Sheam Sing, a former Thakoor of Turoch; and not to deviate from the terms of the agreement which is on record in this Office regarding the settlement of Thakooraee Turoch and the protection and safety of the people.

It will be the duty of the ryots of the said Thakooraee to consider him, and, after him, his descendants, as their rightful lord; to pay their revenue punctually; to be obedient to him, and not to refuse to execute his reasonable orders.

*Dated 27th June* 1843.

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## No. CXIV.

TRANSLATION of a SUNNUD granted to THAKOOR ROY MUNGREE DEO of KOONHIAR.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Thakoor Roy Mungree Deo, conferring on him and his heirs for ever the Thakooraee of Koonhiar, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and sepoys as specified below, in case of his being so required. The said Thakoor Roy Mungree Deo will promote the welfare of his ryots, and the cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, as detailed below, when called upon, and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits. And if at any time the said Thakoor Roy Mungree Deo fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms. The duty of the ryots of the Thakooraee, on their part, will be, considering Thakoor Roy Mungree Deo as their rightful lord, to obey him accordingly, and pay the revenues regularly.

*Detail.*

Five begarees; roads, 12 feet; nuzzuranah remitted; to join with troops.

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HILL STATES.

Nos. CXV. AND CXVI.

## No. CXV.

TRANSLATION of a SUNNUD granting THAKOORAEE MANGUL to RANA BAHADOOR SING of MANGUL, under the seal and signature of CAPTAIN ROBERT ROSS, Deputy Superintendent of SIRHIND and the HILL STATES.

*Dated 20th December* 1815.

Whereas, on the expulsion of the Goorkhas from the hill country, all these districts have come into the possession of the British Government, this Sunnud is granted to Rana Bahadoor Sing according to the orders of the Right Honorable the Governor-General, Lord Moira, received through General Sir David Ochterlony, conferring upon him Thakooraee Mangul. He shall hold possession of it in perpetuity in the same manner as he did during the time of the Goorkhas, and abide by the following terms, *viz.* :—

1*st.*—He shall supply begarees for the constant service of Government throughout the year.

2*nd.*—Nuzzuranah and Mamela should not be taken from him.

3*rd.*—On the occasion of war he shall join the British Army with his retainers.

4*th.*—He shall, on requisition, supply begarees from his Ilaqua for the construction of roads, and execute orders of the British authorities with zeal and alacrity.

*Dated 20th December* 1815, *corresponding with 6th Poos* 1872 *Sumbut.*

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## No. CXVI.

TRANSLATION of a SUNNUD granting THAKOORAEE DURKOTEE to RANA SUTES RAM, under the seal and signature of CAPTAIN ROBERT ROSS.

*Dated 10th Ughan* 1872 *Sumbut.*

Whereas all the Ranas of the hill country and its neighborhood are under the rule of the British Government, and also the Thakoor of Durkotee is subject thereto, Captain Ross directs that Rana Sutes Ram of Durkotee shall always be under the control of the British Government, and shall not place himself under the authority of any other power. Other Ranas shall have no concern with Durkotee, and shall not dispute in any wise the right of the said Rana Sutes.

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# BHAWULPORE.

*From original papers in the Foreign Office and a Report by the Punjab Government.*

THE rulers of Bhawulpore assumed independence during the dismemberment of the Dourani Empire, which followed the expulsion of Shah Shuja from Cabool. On the rise of Runjeet Singh, the Nawab Bhawul Khan made several applications to the British Government for an engagement of protection. These, however, were declined, although the result of the Treaties of Lahore, whereby Runjeet Singh was confined to the right bank of the Sutlej, in reality effected his protection.

The first Treaty with Bhawulpore was that of 1833 (No. CXVII.), which was negotiated at the same time as the Treaty with Runjeet Singh for regulating traffic on the Indus. It secured the independence of the Nawab within his own Territories, and opened the traffic on the Indus and Sutlej, at a fixed tariff to be levied at Mithenkote and Hureekee. In 1835, a toll on boats was by Treaty (No. CXVIII.) substituted for a tariff; in 1838 the schedule of tolls was revised (No. CXIX.), and again in 1840 (No. CXX.), and in 1843 the tolls were, by Agreement (No. CXXI.), reduced one-half, and a scale of duties was fixed on merchandize in transit through Bhawulpore by land. In 1847 the Nawab, at the instance of the Resident at Lahore, remitted all duties on boats passing through his territory, and refused to take any compensation. In 1855, when the Scinde postal authorities proposed to establish a camel train through Bhawulpore, the Nawab reduced the duty on goods passing by the land route, and shortly afterwards he consented to revise the ferry rates on the Sutlej, which were formerly a customs duty, and to reduce them to what ought to be remuneration for the labor of crossing passengers and goods over the river.

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BHAWULPORE.

When arrangements were made in 1838 for the restoration of Shah Shuja, a Treaty (No. CXXII.) was concluded with the Nawab, by which he placed himself under the supremacy of, and bound himself to act in subordinate co-operation with, the British Government, receiving its protection and being recognized as the absolute ruler of his country. During the Afghan War the Nawab rendered assistance, both in facilitating the passage of troops and furnishing supplies, for which he was rewarded by the grant of the districts of Subzulcote and Bhoung Burra.

In carrying out the provisions of Act XIV. of 1843, it became desirable to extend the British Customs line as far as the Sutlej, and for this purpose, in 1844, the Nawab made over in free gift the strip of land required.

In 1847-48, Bhawul Khan, the Nawab, co-operated heartily in the operations against Mooltan, and was rewarded by the grant of a life pension of a lakh of Rupees per annum, commencing from the date of our assuming the Government of the Punjab.

In 1850 the Nawab proposed to supersede his eldest son and to appoint his third son to be his heir. The Governor-General decided that the Government of India was not called upon to interfere in any way with the selection of a successor by His Highness. When Bhawul Khan died, the heir-select succeeded him, but he was deposed by the eldest son with the aid of the Daoodpootras. In his difficulties, the Nawab solicited the aid of the British Government, but the Governor-General decided that, according to the Treaties with Bhawulpore, the British Government was bound to support the Chief against his external enemies, but was not bound to aid him against intestine commotions. The victorious brother having accepted the Treaties existing between the British Government and the Bhawulpore State, was recognized as Chief of Bhawulpore, and the deposed Nawab, through the mediation of the British Government, obtained asylum in British Territory, and was assigned a cash allowance of 1,600 Rupees per mensem from the Bhawulpore Government, the claim to which Principality he relinquished for ever on the part of himself and his heirs. The Agreement (No. CXXIII.) then executed, was guaranteed by the British Government.

But within a year the ex-Chief violated his Engagement. He addressed the Chief Commissioner of the Punjab, soliciting a re-consi-

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deration of his case, stated that he would never during his life renounce his claim to the Chiefship, and begged permission to proceed to Bhawulpore to recover the Musnud. In consideration of the guarantee of the British Government to cause the observance of the Agreement by both parties, the Governor-General directed the ex-Chief to be placed under strict surveillance. He is in custody in the Fort at Lahore. Only half his allowance is now issued to him, and the other half is deposited in the Lahore Treasury, to be made over to him hereafter, should he deserve it.

Nawab Mahomed Futteh Khan died on 3rd October 1858, and was succeeded by his eldest son, Ruheem Yar Khan, under the title of Bhawul Khan.

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## No. CXVII.

TREATY concluded between the Honorable the EAST INDIA COMPANY and NAWAB BHAWUL KHAN, the Ruler of BHAWULPORE, dated the 2nd of February 1833.

By the blessing of God, the friendly connection between the Honorable the East India Company and the State of Bhawulpore, which commenced on the occasion of the Honorable Mr. Elphinstone's visit to Cabool in 1808-09, has continued uninterrupted to the present time; and now that Captain C. M. Wade, Political Agent at Loodianah, has arrived at Bhawulpore on the part of the Right Honorable Lord W. C. Bentinck, G. C. B. and G. C. H., the Governor-General of British India, in order to improve these amicable relations and concert the opening of the navigation of the Rivers Indus and Sutlej, with a view to promote the general interests of commerce, which is pleasing to God, and the prosperity of the surrounding States, the following are the Articles of a Treaty which has been concluded through the agency of that Officer between the Honorable the East India Company, on the one part, and Nawab Ruken-ud-Dowlah Hàfizúl-Mulk Múkhlisud Dowlah Mahomed Bhawul Khan Abbasssee Nusret Jung Behauder, the Chief of the Daoodpootras, on the other, for the purpose of confirming the friendship of the two States, the opening of the trade

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BHAWULPORE.
No. CXVII.

by the above-mentioned rivers, and regulating the manner in which the arrangements connected with it are to be carried into effect:

ARTICLE 1.

There shall be eternal friendship and alliance between the Honorable the East India Conpany and Nawab Mahomed Bhawul Khan, his heir and successors.

ARTICLE 2.

The Honorable the East India Company engage never to interfere with the hereditary or other possessions of the Bhawulpore Government.

ARTICLE 3.

As regards the internal administration of his Government and the exercise of his sovereign rights over his subjects, the Nawab shall be entirely independent as heretofore.

ARTICLE 4.

The Officer who may be appointed on the part of the British Government to reside in the Bhawulpore State, shall, in conformity with the preceding Article, abstain from all interference with the Nawab's Government, and respect the preservation of the friendly relations of the two contracting parties.

ARTICLE 5.

The Honorable the East India Company having requested the use of the Rivers Indus and Sutlej, and the roads of Bhawulpore for the merchants of Hindostan, &c., the Government of Bhawulpore agrees to grant the same, through its own boundaries, if the persons aforesaid be provided with passports.

ARTICLE 6.

The Government of Bhawulpore engages to fix, in concert with the British Government, certain proper and moderate duties to be levied on merchandize proceeding by the aforesaid route, and never to increase or diminish the same, except with the consent of both parties.

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ARTICLE 7.

It is further agreed that the tariff or table of duties, fixed as above, shall be published for general information, and the Custom-house officers and farmers of the revenues of the Bhawulpore Government will be specially directed not to detain the passing trade, after having collected the duties, on pretence of waiting for fresh orders from their government, or any other pretext.

ARTICLE 8.

The tariff which is to be established for the line of navigation in question, is intended to apply exclusively to the passage of merchandize by that route, and not to interfere with the transit duties levied on goods proceeding from one bank of the river to the other, or with the established chokies inland. These will remain as heretofore.

ARTICLE 9.

Merchants frequenting the said route, while within the limits of the Nawab's Government, are required to show a due regard to his authority, as is done by merchants generally, and not to commit any acts offensive to the civil and religious institutions of the country.

ARTICLE 10.

The proportion of duties to which the Nawab may be entitled shall be collected by his Officers at the appointed places.

ARTICLE 11.

The Officers who are to be entrusted with the examination of the goods and collection of the duties on the part of the Bhawulpore Government, shall be stationed opposite to Mithenkote and Hureekee. At no other place but those two shall boats in transit on the river be liable to examination or stoppage.

ARTICLE 12.

When the persons in charge of boats stop of their own accord to take in or give out cargo, the goods will be liable to the local transit duty of the Bhawulpore Government previously to their being embarked and subsequently to their being landed, as provided in Article 8th.

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BHAWULPORE.

No. CXVII.

ARTICLE 13.

The Superintendent stationed opposite to Mithenkote having examined the cargo, will levy the established duty and grant a passport with a written account of the cargo and freight; on the arrival of the boat at Hureekee, the Superintendent at that station will compare the passport with the cargo, and whatever goods are found in excess will be liable to the payment of the established duty, while the rest, having already paid duty at Mithenkote, will pass on free.

ARTICLE 14.

The same regulation shall be in force for merchandize coming from Hureekee towards Sindh.

ARTICLE 15.

With regard to the safety of merchants, who may frequent this route, the Nawab's Officers will afford them every protection in their power, and wherever merchants may happen to halt for the night, it will be incumbent on them to show their passport to the thanadar or other officers in authority at the place, and demand their protection.

ARTICLE 16.

The Articles of the present Treaty shall, in all respects, whether relating to the internal Government of the Nawab's country or to commerce, be mutually observed, and form an everlasting bond of friendship between the two States.

*Dated at Bhawulpore, the 22nd of February* 1833.

Company's Seal.

(Signed) W. C. BENTINCK.

Ratified by the Governor-General in Council on the 13th September 1833.

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## No. CXVIII.

ARTICLES of a SUPPLEMENTARY TREATY between the Honorable EAST INDIA COMPANY and the Government of BHAWULPORE.

Whereas in the 6th Article of the Treaty concluded between the Honorable the East India Company and the Bhawulpore Government, dated the 22nd of February 1833, it was stipulated that a moderate scale of duties should be fixed by the two Governments in concert, to be levied on all merchandize in transit up and down the Rivers Indus and Sutlej, the said Governments, being now of opinion that, owing to the inexperience of the people of these countries in such matters, the mode of levying duties then proposed (viz., on the value and quantity of goods), could not fail to give rise to mutual misunderstandings and reclamations, have, with a view to prevent these results, determined to substitute a toll, which shall be levied on all boats with whatever merchandize laden: the following Articles have therefore been adopted as supplementary to the former Treaty, and in conformity with them each Government engages that the toll shall be levied, and its amount neither be increased nor diminished, except with the consent of both parties.

### ARTICLE 1.

A toll of 570 Rupees shall be levied on all boats laden with merchandize in transit on the Rivers Indus and Sutlej, between the sea and Rooper, without reference to their size, or to the weight or value of their cargo; the above toll to be divided among the different States in proportion to the extent of territory which they possess on the banks of these rivers.

### ARTICLE 2.

The portion of the above toll appertaining to the Bhawulpore State, and amounting to Rupees 106-12-2$\frac{14}{17}$, shall be levied opposite to Mithenkote on boats coming from the sea towards Rooper, and in the vicinity of Hurreeke Petten on boats going from Rooper towards the sea, and at no other place.

### ARTICLE 3.

In order to facilitate the realization of the toll due to the different States, as well as for the speedy and satisfactory adjustment of any disputes which may arise connected with the safety of the navigation

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BHAWULPORE.

No. CXVIII.

and the welfare of the trade by the new route, a British Officer will reside near Mithenkote, and a Native Agent on the part of the British Government in the vicinity of Hurreeke Petten. These Officers will be subject to the orders of the British Agent at Loodianah; and the Agents who may be appointed to reside at those places on the part of the other States concerned in the navigation will co-operate with them in the execution of their duties.

ARTICLE 4.

The British Government binds itself that the British Officer, who may reside near Mithenkote, shall not engage in trade, and (in conformity with the 4th Article of the former Treaty,) that he shall not interfere in any way with the internal administration of the Bhawulpore Government.

ARTICLE 5.

In order to guard against imposition on the part of merchants in making false complaints of being plundered of property which they never possessed, they are required, when taking out their passports, to produce an invoice of their cargo, which, being duly authenticated, a copy of it will be annexed to their passports.

ARTICLE 6.

Such parts of the 6th, 7th, 11th, 13th, and 14th Articles of the Treaty of the 22nd of February 1833, as have reference to the fixing a duty on the value and quantity of merchandize and to the mode of its collection, are hereby rescinded, and the foregoing Articles substituted in their place, agreeably to which and the conditions of the preamble, the toll shall be levied.

(True copy and translation.)

(Signed) C. M. WADE,

*Political Agent, &c.*

Company's Seal.

(Signed) W. C. BENTINCK.

Ratified by the Governor-General in Council on the 5th March 1835.

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## No. CXIX.

DETAILED STATEMENT of the amount of TOLL leviable in the BHAWULPORE Territory on boats proceeding up and down the Rivers SUTLEJ and INDUS.

Whereas by the Treaty of the 27th of the month of Shahban, 1250 Hegira, agreeing with the twenty-ninth of the month of December 1834 A. D., the Bhawulpore Government is entitled, on account of the whole extent of its territory, to levy at the appointed places a toll of one hundred and six Rupees, twelve annas, and three pice, on all boats laden with merchandize proceeding from Rooper towards the sea, or from the sea towards Rooper, the same will continue in force; but as some of the boats are found not to pass through the whole extent of the Bhawulpore Territory, but, on the contrary, to lay in cargoes at, and set out from, or dispose of their cargoes at, and return from, places on the way, it is therefore agreed that, on such boats, the amounts of toll to be levied shall be regulated by the relative distances of the places from which, after laying in a cargo, they take their departure, or from which, after disposing of their goods, they return, as follows :—

1*st*.—On all boats laden with merchandize proceeding from beyond the eastern frontier of the Bhawulpore Territory to Khairpur Shargia, and *vice versâ*, the Bhawulpore Government is entitled to levy, both in coming and going, on account of river toll, the sum noted in the margin ... ... ... ... ... ... Rs. 53 6 1½

Ditto ditto from beyond the eastern frontier to Bhawulpore, and *vice versâ* ... ... ... Rs. 66 11 8

Ditto ditto from beyond the eastern frontier to Chachram, and *vice versâ* ... ... ... ... ... Rs. 93 6 8½

Ditto ditto from beyond the N. E. frontier to the S. W. frontier, and *vice versâ* ... ... ... Rs. 106 12 3

2*nd*.—In the same manner on all boats laden with merchandize proceeding from beyond the S. E. frontier to Chachram, and *vice versâ*, the Bhawulpore Government is entitled to levy both in coming and going, on account of river toll, the sum noted in the margin ... Rs. 13 5 6

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BHAWULPORE.

No. CXIX.

In the same manner on all boats laden with merchandize proceeding from beyond the S. W. frontier to Bhawulpore, and *vice versâ* ... ... ... Rs. 40 0 6

Ditto ditto from beyond the S. W. frontier to Khairpur, and *vice versâ* ... ... ... ... ... Rs. 53 6 1½

Ditto ditto from beyond the S. W. frontier to the N. E. frontier, and *vice versâ* ... ... ... Rs. 106 12 3

3*rd*.—On all boats laden with merchandize from the rivers of the Punjab that enter the channel of the Sutlej and Indus, opposite the ferry of Bakri, if they proceed from the above ferry to beyond the S. W. frontier of the Bhawulpore Territory, and into a foreign territory, or *vice versâ*, the Bhawulpore Government is entitled to levy on account of river toll, and according to the extent of its territory traversing, the sum noted in the margin ... ... ... ... ... ... Rs. 26 11 0¾

Ditto ditto on boats proceeding from the ferry of Bakri to beyond the N. E. frontier and into a foreign territory, and *vice versâ* ... ... ... ... Rs. 85 1 2½

4*th*.—On empty boats no duty is to be levied.

5*th*.—At whatever place in the Bhawulpore Territory merchants may stop to lay in, or dispose of, cargo, agreeably to the former Treaties, they will pay the established duties of that place on the purchase and sale of goods.

(Signed) F. MACKESON.

Approved by the Governor-General of India on the 11th October 1838.

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## No. CXX.

PROPOSED RATES for the NAVIGATION of the SUTLEJ and the INDUS by MERCANTILE BOATS (excepting the Nawab Bhawul Khan's own merchants and subjects) to be paid for the transit through the BHAWULPORE Territory.

### ARTICLE 1.

Grain, wood, and limestone, free, as in the Lahore Territory.

### ARTICLE 2.

Besides the above three things, duties to be levied on all sorts of merchandize, according to the three sizes of boats.

### ARTICLE 3.

A boat not capable of containing more than 250 maunds of freight, proceeding from Rojhan, or Kote Mithun, to the foot of the hills, Roopur, Loodiana, &c., or from Roopur, or Loodiana, to Rojhan or Kote Mithun ... ... ... ... ... ... ... Rs. 10

A boat above 250 maunds, and not exceeding 500 maunds ... „ 20

A boat above 500 maunds ... ... ... ... ... „ 40

### ARTICLE 4.

No. 1, 2, or 3, to be written in large letters on the boat, to show the class to which each boat belongs.

*Dated 5th August* 1840, *corresponding with 5th Jummad-oos-sanee* 1256 *Hegira.*

(True translation.)

(Signed) GEORGE CLERK,
*Agent, Governor-General.*

Sanctioned by the Governor-General of India in Council on the 31st August 1840.

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BHAWULPORE.

## No. CXXI.

No. CXXI. AGREEMENT regarding the levy of DUTIES on MERCHANDIZE in transit through the BHAWULPORE State (excepting the merchants and mercantile firms, the proper subjects of the BHAWULPORE State). The following Articles have been agreed to between the BRITISH and the BHAWULPORE Governments.

*First.*—On boats freighted with merchandize going up or down the river through the Bhawulpore Country, the duties shall be only one-half of the present fixed rates.

*Second.*—On merchandize passing in any direction by land, no other duties shall be levied than the following, *viz.* :—

| | | | | | |
|---|---|---|---|---|---|
| On a hackery laden with merchandize ... | Rs. | 2 | 0 | 0 | |
| On a camel ditto ditto ditto ... ... | „ | 1 | 0 | 0 | and |
| On a mule, poney, bullock or an ass ditto ditto | „ | 0 | 8 | 0 | |

*Third.*—Any merchant having with him a passport or "rowannah," according to the form annexed to this Agreement, shall pass safe, unmolested, and without search by the local officers on the road.

*Fourth.*—If any merchant buy or sell the merchandize at any place or town on the road, he will have to pay there the usual local duties.

*Fifth.*—As there exist no pukha wells and caravanseraies for the use of travellers on the road from Bhawulpore to Sirsa, the Bhawulpore Government will, throughout its jurisdiction, at every stage, prepare pukha wells and caravanseraies for the comfort of travellers, as well as a road along that route, and keep it in order by taking constant care to keep it in repair.

*Sixth.*—This Agreement has been drawn up in accordance with the friendship subsisting between the two Governments, and in order that merchants may satisfactorily, and in true confidence, engage in the trade.

*Dated 15th Shaban, 1259 Hegira, corresponding with 11th September 1843 A. D.*

Seal of the Nawab.

(True translation.)

(Signed) R. N. C. HAMILTON.

Notified in the *Calcutta Gazette* by Order of the Governor-General of India in Council, on the 28th October 1843.

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## No. CXXII.

TREATY between the Honorable the ENGLISH EAST INDIA COMPANY and Nawab BHAWUL KHAN BAHADOOR, the Nawab of BHAWULPORE, concluded by Lieutenant Mackeson on the part of the Honorable Company, in virtue of full powers granted by the Right Honorable George, Lord Auckland, G.C.B., Governor-General of India, and by Moonshee Chowkas Rai on the part of the Nawab Bhawul Khan Bahadoor, according to full powers given by the Nawab.

### ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interests between the Honorable Company and Nawab Bhawul Khan Bahadoor and his heirs and successors, and the friends and enemies of one party shall be the friends and enemies of both parties.

### ARTICLE 2.

The British Government engages to protect the Principality and Territory of Bhawulpore.

### ARTICLE 3.

Nawab Bhawul Khan, and his heirs and successors, will act in subordinate co-operation with the British Government, and acknowledge its supremacy, and will not have any connection with any other Chiefs or States.

### ARTICLE 4.

The Nawab, and his heirs and successors, will not enter into negociation with any Chief or State without the knowledge and sanction of the British Government, but the usual amicable correspondence with friends and relations shall continue.

### ARTICLE 5.

The Nawab, and his heirs and successors, will not commit aggressions on any one. If by accident any dispute arise with any one, the settlement of it shall be submitted to the arbitration and award of the British Government.

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BHAWULPORE.
No. CXXIII.

ARTICLE 6.

The Nawab of Bhawulpore will furnish troops at the requisition of the British Government, according to his means.

ARTICLE 7.

The Nawab, and his heirs and successors, shall be absolute rulers of their country, and the British jurisdiction shall not be introduced into that Principality.

ARTICLE 8.

This Treaty of seven Articles having been concluded and signed and sealed by Lieutenant Mackeson and Moonshee Chowkas Rai, the ratifications by the Right Honorable the Governor-General and Nawab Bhawul Khan Bahadoor, shall be exchanged within 40 days from the present date.

*Done at Ahmudpore, this 5th day of October, A. D.* 1838, *corresponding with the* 14*th of Rajabul Murajeb,* 1254 *Hegira.*

Governor-General's Seal.

(Signed) AUCKLAND.

Ratified and confirmed by the Right Honorable the Governor-General, at Simla, the 22nd day of October, Anno Domini 1838.

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## No. CXXIII.

1. Mahommed Sadik Yar *alias* Mahommed Sadik Khan, agrees on his own behalf and on that of his descendants from generation to generation, to give up all claim of right to the throne of Bhawulpore.

2. Mahommed Sadik Khan agrees and consents to this, that neither he himself for the remainder of his life, nor his descendants after him, now or at any future time, will ever, without the permission of the Nawab Futteh Khan Bahadoor, put foot on the territory of Bhawulpore.

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3. Mahommed Sadik Khan agrees never at any time, without the permission of the ruler of Bhawulpore, to send letters or messages to, or to hold secret or open interviews with, any of the local officers or agents of the Bhawulpore State, and if he acts contrary to this, he will be liable to render a strict account to the British Government.

4. Mahommed Sadik Khan agrees to this, that, after once entering British Territory, he will not, without the permission of the ruler of Bhawulpore, at any time, present or future, entertain near him any servants or dependants of the Bhawulpore State, whether in the employ of, or dismissed by, that State.

5. Mahommed Sadik Khan agrees to give up all claim to take away any persons connected with him, except his wives and female servants, to the number of 10 persons.

6. Mahommed Sadik Khan agrees and consents never to sue the ruler of Bhawulpore in any Court of the British Government either here or in England, on account of any claim on the Government of Bhawulpore; and he will never at any time institute any action or complaint against the ruler. His claims are void and unworthy of a hearing in accordance with this Agreement.

7. Mahommed Sadik Khan freely allows that he has no further claims to any property in the State of Bhawulpore beyond the allowance made him for retinue, jewels, &c., and beyond the sum of 1,600 Rupees as his personal allowance, the half of which sum is 800 Rupees.

8. The State of Bhawulpore agrees to pay, through British Officers, into the Mooltan Treasury, every month, for the life of Mahommed Sadik Khan, monthly allowances, besides such particular expenses as may be absolutely necessary, but nothing else besides. After the death of Mahommed Sadik Khan, the half of his monthly allowance (of 600 Rupees) will be paid to his heirs.

9. The British Government provides and guarantees that the conditions above-mentioned shall be maintained by Mahommed Sadik Khan, without his attempting any disturbance towards Futteh Khan and towards his heirs, and the Nawab Mahommed Futteh Khan Bahadoor will remain seated on the throne of Bhawulpore with the consent of the British Government.

(A true translation.)

(Signed) W. SETON-KARR.

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# CASHMERE AND THE TRANS-SUTLEJ STATES.

*From a Report by the Punjab Government and Original Papers in the Foreign Office.*

## CASHMERE.

AFTER the close of the Sutlej campaign, the Treaty of Lahore, dated 9th March 1846, left the British Government in possession of the country, hill and plain, between the Rivers Beas and Sutlej and of the hill country between the Beas and the Indus, including the Provinces of Cashmere and Hazara. By the same Treaty the British Government agreed, as a reward to Rajah Golab Sing for his services to the Lahore State towards procuring the restoration of friendly relations, to confer on Golab Sing territories in the hills, to recognize his independence in such territories, and to admit him to a separate Treaty.

Golab Sing began life as a horseman in a troop commanded by Jemadar Khooshal Sing, then the favorite chamberlain of Runjeet Sing. He soon raised himself to an independent command, in which he distinguished himself by making prisoner Agur Khan, Chief of Rajaoree. For this service the principality of Jummoo was conferred on his family. Golab Sing took up his residence in Jummoo, whence, nominally in behalf of the Lahore Durbar, but really in his own, he soon extended his authority over his Rajpoot neighbors, and eventually into Ludhak. In the revolutions which preceded the outbreak of the Sutlej war he was elected minister of the Khalsa, and he took an important part in the negociations which followed the battle of Sobraon.

The separate Treaty (No. CXXIV.) was concluded with him at Umritsur on 16th March 1846. This Treaty put him in possession of all the hill country and its dependencies between the Indus and the Ravee, including Chumba and excluding Lahoul, on payment of 75

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lakhs of Rupees, required him to refer disputes with neighboring States to the arbitration of the British Government, to assist with his whole force the British troops when engaged in the hills, and defined generally his relations of dependence on the British Government. Of the seventy-two pergunnahs comprised in the Chumba Territory after the first Seikh campaign in 1845-46, thirty-two pergunnahs were Cis-Ravee, and forty Trans-Ravee. In exchange for the Cis-Ravee portion of Chumba the British Government gave to the Maharajah Golab Sing the Talooka of Lukhimpore at the foot of the Hills Trans-Ravee, the revenue of which was Rupees 14,400 a year. The Ravee thus became the British boundary in the hills.

The tribute due from the Chumba Rajah to the British Government and Maharajah Golab Sing was calculated at Rupees 15,000 annually, of which one-half would be payable to the British Government for the Cis-Ravee portion. Of the military contingent formerly taken by the Jummoo chief, one-half was henceforth to be supplied to the British Government.

During the progress of these negociations, a question arose regarding the right to a tract of mountainous country called Budrawar, the Chumba Rajah claiming it in virtue of a grant from Maharajah Runjeet Sing, dated A. D. 1820, and the Jummoo chief pleading conquest and a possession of fourteen or fifteen years. The Seikhs had, during the time of Rajah Heera Sing, seized Budrawar from the Chumba chief, and it was a portion of the territory made over to the British Government by Article 4 of the Lahore Treaty of the 9th March 1846, and transferred to Golab Sing by the Treaty of Umritsur.

In 1847 an arrangement was made with the Maharajah Golab Sing, by which he relinquished all claims on Chumba on both sides of the Ravee, in consideration of Budrawar being declared his, and the Lukhimpore Talooka being confirmed to him. Thus Chumba came again entirely under the British Government. No special agreement was executed.

Since the conclusion of the Treaty of Umritsur, the intercourse of the British Government with Cashmere has been of an ordinary character. In 1857 Maharajah Golab Sing died, and was succeeded by his son, Runbeer Sing. The right of adoption has been guaranteed to the Maharajah by Sunnud (No. CXXV.) On 1st November 1861,

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CASHMERE AND THE TRANS-SUTLEJ STATES.

the Maharajah was invested with the Insignia of the Most Exalted Order of the Star of India.

## KUPPOORTHULLA.

| | |
|---|---|
| Revenue ... ... ... | Rs. 5,77,000 |
| Area ... ... | Square Miles 598 |
| Population ... ... ... | 212,721 |
| Tribute ... ... ... | Rs. 1,31,000 |

The Chief of Kuppoorthulla at one time held possessions both Cis and Trans-Sutlej, and also in the Baree Doab. The scattered possessions in the Baree Doab were gained by the sword, and were the first acquisitions made by Sirdar Jussa Sing, the founder of the family. In them lies the village of Aloo, whence the family spring, and from which the style of "Aloowalia" is derived. The Trans-Sutlej estates were also acquired by conquest, and from the chief city therein, Kuppoorthulla, the family derives its general designation. Of the Cis-Sutlej possessions, some were conquered, and some were granted by Maharajah Runjeet Sing, prior to September 1808. The total value of the Cis-Sutlej possessions was estimated at Rs. 5,65,000.

By the Treaty of the 25th April 1809, the Sirdar of Kuppoorthulla was pledged to furnish supplies to British Troops moving through or cantoned in his Cis-Sutlej Territory; and by Article 5 of the Declaration of the 6th May 1809, he was bound to join the British standard with his followers during war.

In 1826 the Sirdar, Futteh Sing, fled to the Cis-Sutlej States for the protection of the British Government against the aggressions of Runjeet Sing, and protection was accorded. It was declared that the Aloowalia chief was under British protection in respect to his ancestral possessions east of the Sutlej, but dependent on Lahore for places conferred by the Lahore Government prior to September 1808, *viz.*, Bussee, Naraingurh, and Jugraon. The protection of the British Government, however, extended over both.

In the first Seikh war the troops of Kuppoorthulla fought against the British at Aleewal, and, in consequence of these hostilities and of the failure of the Sirdar to furnish supplies from his Cis-Sutlej estates to the British army, the Cis-Sutlej estates were confiscated. When the Jullunder Doab came under the dominion of the British Government in 1846, the Trans-Sutlej possessions of the Aloowalia Sirdar were maintained in his independent possession, conditional on his paying to

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the British Government a commutation in cash of the service engagements by which he had previously been bound to the Government of Lahore. The value of the Jullunder estates was estimated at Rupees 5,77,763. The conditions of the confirmation were in favor of the Sirdar and the heirs of his body lawfully begotten, on condition of good conduct and good management, that no customs or duties of any kind be levied, and that he make and keep in repair the high roads through his lands.

The commutation for military service in the Jullunder Doab was fixed at Rupees 1,38,000, but subsequently a reduction of Rupees 7,000 was made from this on account of the Noormehal jaghire, which was included with the Kuppoorthulla territory when first calculating the tribute due by the Rajah, but which was afterwards declared to be distinct therefrom. The Baree Doab estates, estimated to yield Rupees 25,270, but which have since been assessed at Rupees 16,742, were released to the Sirdar Nihal Sing on a life tenure, and subject to British jurisdiction.

In 1849 Sirdar Nihal Sing was created a Rajah. He died in September 1852, and was succeeded by his son, Rundheer Sing, the present Rajah. During the mutiny of 1857, and subsequently in Oudh in 1858, the Rajah Rundheer Sing rendered service to the British Government. In recognition of his services performed at that time in the Jullunder Doab, the Government, among other rewards, remitted a year's tribute, and permanently reduced the tribute by Rupees 25,000. The Rajah, however, requested that the hereditary jaghire in the Baree Doab, which had been resumed on the death of Rajah Nihal Sing in 1852, though of less present value, might be restored to him in lieu of the remission of tribute. This request was complied with, and the jaghire was released to the Rajah in perpetuity, the civil and police jurisdiction remaining in the hands of the British authorities. The tribute payable by the Rajah accordingly stands at its former amount, *viz.*, Rupees 1,31,000.

For his services in Oudh the Rajah received the estates of Boundee and Bithowlee in perpetuity, with remission of half the revenue (No. CXXVI.)

By a Sunnud (No. CXXVII.) the Rajah has been guaranteed the right of adoption.

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## MUNDEE.

This ancient Hindoo Rajpoot principality came into the possession of the British Government by the Lahore Treaty of the 9th March 1846. Full sovereignty was conceded (No. CXXVIII.) to the Rajah Bulbeer Sein, his heirs, and those of his brothers, according to seniority, unless specially set aside by Government for incapacity or misconduct. The present Rajah is a son of Bulbeer Sein, and is a minor.

| | | |
|---|---|---|
| Area ... | Square Miles | 1,080 |
| Population ... ... | ... | 139,259 |
| Revenue ... ... | Rs. | 3,00,000 |
| Tribute ... ... | „ | 1,00,000 |

On the death of Rajah Bulbeer Sein, in 1851, a Council of Regency was appointed to conduct the administration during the minority of the present Rajah, who was then four years old.

The right of adoption has been conferred on the Rajah by Sunnud (No. XVIII.)

## CHUMBA.

This is an ancient Hindoo Rajpoot principality, which came into the possession of the British Government in 1846, and part of which was made over to Maharajah Golab Sing.

| | | |
|---|---|---|
| Area ... | Square Miles | 3,216 |
| Population ... ... | ... | 120,000 |
| Revenue ... ... | Rs. | 1,20,000 |
| Tribute ... ... | „ | 10,000 |

By an Agreement with the Maharajah of Cashmere in 1847, Chumba came again entirely under the British Government, and a Sunnud (No. CXXIX.) was given to the Rajah Siree Sing, assigning the Chumba Territory to him and to his male heirs who are entitled to inherit according to the shastres, and on failure of direct issue, to the heirs of the brothers according to seniority. If under any of the Rajahs misgovernment should exist, the Government may depose that Rajah, and place on the throne any other of the family.

In 1854, the Sanatarium of Dalhousie, in the Chumba Territory, was made over to Government by the Rajah, the stipulation being that Rupees 2,000 should be remitted from the yearly tribute, which now stands at Rupees 10,000.

A Sunnud (No. XVIII.) has been given to the Rajah, conferring on him the right of adoption.

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## SOOKEIT.

This ancient Hindoo Rajpoot principality also came into the possession of the British Government by the Treaty of Lahore. In 1846 full sovereignty was conceded (No. CXXX.) to the Rajah Oogur Sein, the present Chief, his heirs and those of his brothers, according to seniority, unless specially set aside by Government for incapacity or misconduct.

| | | |
|---|---|---|
| Area ... ... | Square Miles | 420 |
| Population ... ... ... | | 44,552 |
| Revenue ... ... | Rs. | 80,000 |
| Tribute ... ... | „ | 11,000 |

The right of adoption has been conferred on the Rajah by Sunnud (No. XVIII).

Sunnuds (No. CXXXI.) granting the right of adoption have also been given to Sirdars Shumshere Sing, Sindhanwalla, and Rajah Tej Sing. These, however, are ordinary jaghiredars, having ordinary magisterial and revenue powers within their estates, but no powers of government. Rajah Tej Sing died recently.

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## No. CXXIV.

TREATY between the British Government on the one part and MAHARAJAH GOLAB SING of JUMMOO on the other, concluded on the part of the British Government by FREDERICK CURRIE, ESQUIRE, and Brevet-Major HENRY MONTGOMERY LAWRENCE, acting under the orders of the Right Honorable SIR HENRY HARDINGE, G. C. B., one of Her Britannic Majesty's Most Honorable Privy Council, Governor-General, appointed by the Honorable Company to direct and control all their affairs in the East Indies, and by MAHARAJAH GOLAB SING in person.

### ARTICLE I.

The British Government transfers and makes over for ever, in independent possession, to Maharajah Golab Sing and the heirs male of his body, all the hilly or mountainous country, with its dependencies, situated to the eastward of the River Indus and westward of the River Ravee, including Chumba, and excluding Lahul, being part of the territories ceded to the British Government by the Lahore State, according to the provisions of Article IV. of the Treaty of Lahore, dated 9th March 1846.

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ARTICLE II.

The eastern boundary of the tract transferred by the foregoing Article to Maharajah Golab Sing shall be laid down by Commissioners appointed by the British Government and Maharajah Golab Sing respectively for that purpose, and shall be defined in a separate Engagement after survey.

ARTICLE III.

In consideration of the transfer made to him and his heirs by the provisions of the foregoing Articles, Maharajah Golab Sing will pay to the British Government the sum of seventy-five lakhs of Rupees (Nanukshahee), fifty lakhs to be paid on ratification of this Treaty, and twenty-five lakhs on or before the first October of the current year, A. D. 1846.

ARTICLE IV.

The limits of the territories of Maharajah Golab Sing shall not be at any time changed without the concurrence of the British Government.

ARTICLE V.

Maharajah Golab Sing will refer to the arbitration of the British Government any disputes or questions that may arise between himself and the Government of Lahore or any other neighbouring State, and will abide by the decision of the British Government.

ARTICLE VI.

Maharajah Golab Sing engages for himself and heirs to join, with the whole of his Military Force, the British troops, when employed within the hills, or in the territories adjoining his possessions.

ARTICLE VII.

Maharajah Golab Sing engages never to take, or retain in his service, any British subject, nor the subject of any European or American State, without the consent of the British Government.

ARTICLE VIII.

Maharajah Golab Sing engages to respect, in regard to the territory transferred to him, the provisions of Articles V., VI., and VII. of the

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separate Engagement between the British Government and the Lahore Durbar, dated March 11th 1846.

ARTICLE IX.

The British Government will give its aid to Maharajah Golab Sing in protecting his territories from external enemies.

ARTICLE X.

Maharajah Golab Sing acknowledges the supremacy of the British Government, and will in token of such supremacy present annually to the British Government one horse, twelve perfect shawl goats of approved breed (six male and six female), and three pairs of Cashmere shawls.

This Treaty, consisting of ten Articles, has been this day settled by Frederick Currie, Esquire, and Brevet-Major Henry Montgomery Lawrence, acting under the directions of the Right Honorable Sir Henry Hardinge, G. C. B., Governor-General, on the part of the British Government, and by Maharajah Golab Sing in person; and the said Treaty has been this day ratified by the seal of the Right Honorable Sir Henry Hardinge, G. C. B., Governor-General.

*Done at Umritsur, this Sixteenth day of March, in the year of Our Lord One Thousand Eight Hundred and Forty-six, corresponding with the Seventeenth day of Rubbee-ool-awul* 1262 *Hijree.*

(Signed) H. HARDINGE. Seal.

(Signed) F. CURRIE.
" H. M. LAWRENCE.

By order of the Right Honorable the Governor-General of India.

(Signed) F. CURRIE,
*Secretary to the Government of India,*
*with the Governor-General.*

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## No. CXXV.

To MAHARAJAH RUNBEER SING BAHADOOR, Knight of the Most Exalted Order of the Star of India, Cashmere.

*Dated 5th March* 1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India, who now govern their own territories, should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, repeat to you the assurance which I communicated to you in the Sealkote Durbar, in March 1860, that on failure of natural heirs, the adoption of an heir into your Highness' House, according to its usage and traditions, will be willingly recognized and confirmed by the British Government.

Be assured that nothing shall disturb the engagement thus made to you, so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Signed) CANNING.

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## No. CXXVI.

TRANSLATION of a SUNNUD granting the ESTATES of BOUNDEE and BITHOWLEE to RAJAH RUNDHEER SING BAHADOOR of KUPPOORTHULLA.

*Dated 15th April* 1859.

Whereas it appears from the report of the Chief Commissioner of Oudh, that during the disturbances Rajah Rundheer Sing Bahadoor Ahloowalla, from loyalty to the British Government, came in person to Lucknow at the head of his troops and rendered valuable service: as a mark of satisfaction, I hereby confer upon Rajah Rundheer Sing Bahadoor the zemindaree of Boundee and Bithowlee at half revenue in istumraree tenure, on the condition that in time of difficulty and danger the Rajah shall render military and political service. It is understood that this grant confers on the Rajah only the rights enjoyed by the former proprietors of the above zemindaree, and nothing more.

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A Khillut of the value of Rupees 10,000 (ten thousand Rupees) is bestowed upon the Rajah.

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## No. CXXVII.

To Furzund Dilbund Rasekool Itehqad Raja Rajegan Rajah Rundheer Sing Bahadoor, of Kuppoorthulla.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India, who now govern their own territories, should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future Rulers of your State, of a successor, according to Hindoo Law and to the customs of your race, will be recognized and confirmed.

Be assured that nothing shall disturb the Engagement thus made to you, so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Signed) Canning.

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## No. CXXVIII.

Translation of a Sunnud from the Governor-General, granting the State of Mundee to Rajah Bulbeer Sein of Mundee.

*Dated 24th October* 1846.

Whereas by the Treaty concluded between the British and Sikh Governments, on 9th March 1846, the hill country has come into the possession of the Honorable Company; and whereas Rajah Bulbeer Sein, Chief of Mundee, the highly dignified, evinced his sincere attachment and devotion to the British Government: the State of Mundee, comprised within the same boundaries as at the commencement of the

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CASHMERE AND THE TRANS-SUTLEJ STATES.
No. CXXVIII.

British occupation, together with full administrative powers within the same, is now granted by the British Government to him and the heirs male of his body by his Ranee, from generation to generation. On failure of such heirs, any other male heir who may be proved to the British Government to be next of kin to the Rajah, shall obtain the above State with administrative powers.

Be it known to the Rajah, that the British Government shall be at liberty to remove any one from the Guddee of Mundee who may prove to be of worthless character and incapable of properly conducting the administration of his State, and to appoint such other nearest heir of the Rajah to succeed him, as may be capable of the administration of the State and entitled to succeed. The Rajah or any one as above described, who may succeed him, shall abide by the following terms entered in this Sunnud, *viz.* :—

1*st.*—The Rajah shall pay annually into the treasury of Simla and Subathoo, one lakh of Company's Rupees as nuzzuranah by two instalments, the first instalment on the 1st of June, corresponding with Jeth, and the second instalment on the 1st November, corresponding with Kartick.

2*nd.*—He shall not levy tolls and duties on goods imported and exported, but shall consider it incumbent on him to protect bankers and traders within his State.

3*rd.*—He shall construct roads within his territory not less than 12 feet in width, and keep them in repair.

4*th.*—He shall pull down and level the Forts of Kumlagurh,* Anundpore, &c., and never attempt to re-build them.

5*th.*—On the breaking out of disturbances, he shall, together with his troops and hill porters, whenever required, join the British army, and be ready to execute whatever orders may be issued to him by the British authorities, and supply provisions according to his means.

6*th.*—He shall refer to the British Courts whatever dispute may arise between him and any other chief.

7*th.*—In regard to the duties on the iron and salt mines, &c., situated in the territory of Mundee, rules shall be laid down after

* The condition regarding the Fort of Kumlagurh was afterwards modified, and the Rajah was allowed to preserve the upper buildings of the principal height, which contain shrines and temples; but the buildings on the other heights, not close to the temples, and especially the tombs, were to be destroyed. Not more than twenty men, and six light guns for salutes, were to be kept in the fort.

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consultation with the Superintendent of the Hill States, and those rules shall not be departed from.

8*th*.—The Rajah shall not alienate any portion of the lands of the said territory without the knowledge and consent of the British Government, nor transfer it by way of mortgage.

9*th*.—He shall so put a stop to the practices of slave dealing, suttee, female infanticide, and the burning or drowning of lepers, which are opposed to British laws, that no one shall venture in future to revive them.

It behoves the Rajah not to encroach beyond the boundaries of his State on the territory of any other chief, but to abide by the terms of this Sunnud, and adopt such measures as may tend to the welfare of his people, the prosperity of his country, and the improvement of the soil, and ensure the administration of even-handed justice to the aggrieved, the restoration to the people of their just rights, and the security of the roads. He shall not subject his people to extortion, but keep them always contented. The subjects of the State of Mundee shall regard the Rajah and his successors as above described to be the sole proprietor of that territory, and never refuse to pay him the revenue due by them, but remain obedient to him, and act up to his just orders.

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## No. CXXIX.

Translation of a Sunnud from the Governor-General, granting the Territory of Chumba to Rajah Shee Sing.

*Dated 6th April* 1848.

Whereas all the northern and eastern hill territory, between the Rivers Sutlej and Sindh, formerly attached to the territory of the Punjab, has been transferred to the British Government by the Treaty of the 9th March 1846, concluded between the Honorable Company and the Government of Lahore, the country of Chumba, which, at the time the above Treaty was concluded, was in the possession of the Rajah of the place, is hereby conferred in perpetuity upon him and his heirs male, who, according to the shastres, may be

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deemed his rightful successors. In the event of the Rajah leaving no male heirs, his next brother, who may be the eldest of the surviving brothers, will succeed him. The Rajahs of Chumba will retain full administrative powers within the limits of their own country, on the following conditions, *viz.* :—

1*st.*—The Rajah shall pay every year into the treasury of Kangra an annual sum of twelve thousand Rupees by two instalments: the first instalment to be paid in the month of Cheit; the second in the month of Magh.

2*nd.*—The Rajah shall at once abolish in his country the suttee rites, female infanticide, the slave trade, and the practice of mutilation.

3*rd.*—The Rajah shall protect merchants and travellers, and abolish sayer duties, &c., in his territory.

4*th.*—The Rajah shall cause roads 12 feet wide to be constructed through his country, and shall keep them in good repair.

5*th.*—On the occasion of war, the Rajah shall join the British army, furnish provisions, and supply soldiers on a monthly pay of five Rupees each, and bearers to carry baggage on a salary of four Rupees each per mensem. Should any of the Rajahs of Chumba mismanage the affairs of the country, the British Government will remove him and appoint in his place another of the family. It is not the object of the British Government to take the country into its hands: the only thing which it has in view, is that, from the good management of the territory and the impartial administration of justice, the people should continue to enjoy peace and happiness.

6*th.*—If a dispute of any kind arise between the Rajah of Chumba and any other chief, the case shall be laid before the British Government, and the Rajah shall abide by the decision which the Government shall pass thereon. Without the consent of the British Government, the Rajah shall enter into no negotiations with any other chief, but shall confine himself to his own country, and exert himself to the utmost to promote the welfare and happiness of his people, to increase the cultivation of the territory, and to administer justice to all.

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## No. CXXX.



TRANSLATION of a SUNNUD from the GOVERNOR-GENERAL, granting the State of SOOKEIT to RAJAH OOGER SEIN.

*Dated 24th October* 1846.

Whereas by the Treaty concluded between the British and Sikh Governments on 9th March 1846, the hill country has come into the possession of the Honorable Company; and whereas Rajah Ooger Sein, Chief of Sookeit, the highly dignified, evinced his sincere attachment and devotion to the British Government: the State of Sookeit comprised within the same boundaries as at the commencement of the British occupation, together with full administrative powers within the same, is now granted by the British Government to him and the heirs male of his body by his Ranee, from generation to generation. On failure of such heirs, any other male heir who may be proved to the British Government to be next of kin to the Rajah shall obtain the above State, with administrative powers.

Be it known to the Rajah that the British Government shall be at liberty to remove any one from the Guddee of Sookeit, who may prove to be of worthless character and incapable of properly conducting the administration of his State, and to appoint such other nearest heir of the Rajah to succeed him, as may be capable of the administration of the State and entitled to succeed. The Rajah, or any one as above described who may succeed him, shall abide by the following terms entered in this Sunnud, *viz.*:—

1*st.*—The Rajah shall pay annually into the treasury of Simla and Subathoo eleven thousand Company's Rupees as nuzzuranah by two instalments; the first instalment on the 1st of June, corresponding with Jeth, and the second instalment on the 1st of November, corresponding with Kartick.

2*nd.*—He shall not levy tolls and duties on goods imported and exported, but shall consider it incumbent on him to protect bankers and traders within his State.

3*rd.*—He shall construct roads within his territory not less than 12 feet in width, and keep them in repair.

4*th.*—On the breaking out of disturbances he shall, together with his troops and hill porters, whenever required, join the British army,

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and be ready to execute whatever orders may be issued to him by the British authorities, and supply provisions according to his means.

*5th.*—He shall refer to the British Courts whatever dispute may arise between him and any other chief.

*6th.*—The Rajah shall not alienate any portion of the lands of the said territory without the knowledge and consent of the British Government, nor transfer it by way of mortgage.

*7th.*—He shall so put a stop to the practices of slave-dealing, suttee, female infanticide, and the burning or drowning of lepers, which are opposed to British laws, that no one shall venture in future to revive them.

It behoves the Rajah not to encroach beyond the boundaries of his State on the territory of any other chief, but to abide by the terms of this Sunnud, and adopt such measures as may tend to the welfare of his people, the prosperity of his country, and the improvement of the soil, and ensure the administration of even-handed justice to the aggrieved, the restoration to the people of their just rights, and the security of the roads. He shall not subject his people to extortion, but keep them always contented. The subjects of the State of Sookeit shall regard the Rajah and his successors as above described to be the sole proprietor of that territory, and never refuse to pay him the revenue due by them, but remain obedient to him, and act up to his just orders.

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## No. CXXXI.

COPY of SUNNUD granted to SIRDAR SHUMSHERE SING SINDHANWALLA.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India, who now govern their own territories, should be perpetuated, and that the representation and dignity of their Houses should be continued, in fulfilment of this desire this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will permit and confirm any adoption of a successor made by yourself or by any future chief of your State that may be in accordance with Hindoo Law and the customs of your race.

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Be assured that nothing shall disturb the Engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

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A similar Sunnud was granted to Rajah Tej Sing.

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# PESHAWUR FRONTIER.

*From a Report by the Commissioner of the Peshawur Division.*

## MOMUNDS.

THE Momunds are a large tribe occupying the hilly country on the north-west border of the Peshawur valley, adjoining Bajour and Koonur to the north, and the district of Ningrehar to the west, the southern boundary being formed by the Cabul River. They own allegiance to the Ameer of Cabul, from whom their chiefs receive cash allowances, and the revenue of certain districts in the direction of Jelalabad, amounting to about Rupees 60,000 per annum. The tribe numbers 17,000 men, and is divided into six clans. Owing to the direct influence exercised by the Ameer over the Momunds, it was chiefly through this tribe that he endeavored, after the annexation of the Punjab, to harass our border. The chief, Saadut Khan, was also personally inimical to us, because, during our brief connexion with the affairs of Afghanistan in 1841, he had been superseded in the chiefship by his cousin, Torabaz Khan, who was unable to maintain his ground after the British had left the country. The tribe possessed peculiar facilities for causing annoyance, as two of the roads leading to Afghanistan pass through their territories.

Three of the clans border on our districts, the Turrukzai, Haleemzai, and Pindiali Momunds, and all three were in the enjoyment of certain villages within the Peshawur district, of the collective value of Rupees 10,000 per annum, and thus owned joint allegiance to the British Government and the Ameer. In 1850 and 1851 their raids and robberies were frequent. Large bodies of them entered the plain by night and destroyed our villages, massacring the people or carrying them off to the hills till ransomed by their friends. The grazing lands of our villages lie immediately under the Momund hills, and at last scarcely a day passed without some of the cattle being carried off.

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PESHAWUR FRONTIER.

The district was becoming disorganized, and in October 1851 Sir Colin Campbell (Lord Clyde), who was then commanding at Peshawur, received the orders of Government to proceed against the tribe. He took the field with a considerable force, and attacked the Turrukzai (or Michni) and the Haleemzai clans. The whole tribe opposed themselves to him under Saadut Khan, and operations continued for three months. During that time their villages immediately on the border were destroyed, their towers blown up, and, in the several skirmishes which occurred, many of their men were slain. The tribe became disheartened; and when the Fort of Michni had been completed and garrisoned, and police posts had been placed along the border, with towers of communication, the troops were withdrawn. Scarcely had this been done when, in April 1852, the tribe determined to make another combined effort. They were attacked and completely routed by Sir Colin Campbell, and from that day the tribe never appeared against us in a body, and left the three clans on our border to make their own arrangements.

The Haleemzai under their chief, Ahmed Shere, at once tendered their submission, and entered into terms of Agreement (No. CXXXII.) They were allowed to re-settle on payment of an annual tribute of Rupees 200, and on condition of loyalty and good service. To these terms they have adhered with singular steadfastness, and in 1857 they were so useful to the local authorities, that Ahmed Shere received an annual grant in acknowledgment of their services.

The Turrukzai Momunds did not at once succumb, but opposed to the utmost of their power the building of the Fort which was to hold them in check. Finding, however, that the other clans rendered them no assistance, and that the feud was more injurious to themselves than to us, they also submitted, and were allowed to re-settle on payment of an annual tribute of Rupees 600. Their chief, Rahmdad, was a crafty and restless man, and incited by him they again commenced a series of lawless acts, and finally the greater portion of them left their villages in British Territory and went to their hills in open feud in August 1854. A force was dispatched against them under Sir Sydney Cotton, who attacked them by a movement on both sides of the Cabul River, and destroyed their principal villages of Shah Moosah Khail and Sadun. Their losses on the occasion were severe, and the lesson

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PESHAWUR FRONTIER.

was final. They submitted unconditionally, and those who had thrown off their allegiance were only allowed to re-settle on payment of revenue assessed upon their lands, amounting to Rupees 3,000 per annum. Those who had remained loyal continued as before to hold their lands rent-free, on payment of their share of the tribute. No written agreements were entered into, but these arrangements have been successful, and the clans have continued as good subjects as any in the valley.

The Pindiali clan long continued at feud with us, but at last, worn out by a ten years' struggle and blockade, they sued for pardon and for peace; and in November 1860, their chief, Nawab Khan, submitted unconditionally, and was pardoned on making restitution to our subjects for stolen property, and paying compensation for other injuries caused by his clan.

## RANEZAI.

The troops were still in the field after the defeat of the Momunds, when intelligence was received of a bold act of atrocity in another part of the district.

The large village of Tunzi, on the Swat River, was the residence of a powerful chief named Ajoon Khan, a young man of a restless, proud, and bigotted character. A large part of the village was held by him rent-free, but he desired the whole of it, and exemption from personal attendance at our courts, and from the interference of our revenue and police officials in his village.

Finding that these demands were not likely to be complied with, he adopted the course, not unfrequent during the Douranee and Sikh rule, of removing to the hills, calling around him a band of adventurers, and heading them in acts of aggression upon British villages, in the hope that the Government would be induced to yield to such pressure and grant him the privilege he sought. He took up his quarters in the Otmankhail villages to the north of the district, and received in jaghire several villages on the border from the Syud King of Swat, who was himself anticipating the advent of the British, and willingly received such fugitives, locating them on his border to act as an advance guard. Several of our Khans had in this manner fled to him and been provided for. The villages assigned to them were separated from British Territory by the independent district of the Ranezai

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clan, an open valley in the north-east corner of Eusafzai, through which these malcontents were in the habit of passing in their forays to British villages.

A detachment of the Guides had shortly before been attacked at Goojur Gurhee by one of these bands under the fugitive Mokurum Khan. On the night of the 20th April 1852, Ajoon Khan, with a band of 200 horsemen, attacked the large village of Charsudda, which was the head-quarters of the Hushtnuggur Tehsil. The Tehsildar, himself a Syud, was murdered and cut to pieces, several other officials were similarly treated, and the Tehsil treasury was plundered. The whole of the Hushtnuggur district was thrown into alarm and confusion. In all these acts the chief support of the rebels was the Syud King of Swat, and the aiders and abettors were the tribes of Otmankhail and Ranezai.

For the signal chastisement of these tribes a force of 5,000 men was collected near Tungi, on the Swat River, and Sir Colin Campbell proceeded in May against the Otmankhail, who number 3,000 matchlocks. They offered considerable resistance, but they were finally driven from their strongholds with much loss, and their chief villages of Pranghar and Nawadum were completely destroyed. The force passed on into Ranezai and captured the leading men of the tribe.

No agreement was entered into at that time with the Otmankhail, but their defeat at Pranghar convinced them of their inability to cope with us, and they have never since offended. The Ranezai chiefs shortly afterwards submitted, and wished to become British subjects. This was not acceded to, but they were allowed by Colonel Mackeson, then Commissioner of Peshawur, to re-settle on terms (No. CXXXIII.), to which they have since steadfastly adhered. At the same time a fort was constructed at Abozai, on the Swat River, to check these tribes. The result of the expedition was to restore order and security to the Hushtnuggur district, and to put a stop to the flight of chiefs and mulliks.

## HUSSUN KHAIL AND ASHU KHAIL.

There are two principal Passes leading from Peshawur to Kohat, the Kohat Pass and the Jowakih Pass. The latter is occupied by the Jowakih clan of Afreedees, but in the hills leading to it on the

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PESHAWUR FRONTIER.

Peshawur side are the Hussun Khail villages of Janakhor and Kooee. Between these two Passes the hills are occupied by the Ashu Khail. All the above are sub-divisions of the Adam Khail tribe. The Jowakih village of Boree had, throughout the Sikh rule, been notorious as the residence of freebooters, who plundered on the Attock road. After annexation its notoriety increased, and being strongly located in the mouth of the Pass, criminals from the Peshawur and Rawul Pindee districts found an asylum there, and made it the point from which they started on their marauding expeditions. It was therefore found necessary to proceed against the place in force. Sir John Lawrence, then Chief Commissioner, accompanied the expedition, and the troops encamped in the plain between the two Passes. During the investigation which ensued, it appeared that the Hussun Khail and Ashu Khail were powerless against the Jowakih clan, but in the presence of the British Force they were enabled to separate themselves, and entered into an Agreement on their own parts on the 15th November 1853 (No. CXXXIV.) The Hussun Khail number 900 matchlocks, and the Ashu Khail 800. They have faithfully adhered to their Engagements since.

## JOWAKIHS OF BOREE.

The force then proceeded to attack the Jowakihs in their stronghold of Boree. The operations were difficult, and, owing to the nature of the ground, our loss was severe; but the village and all its towers were destroyed, and the Jowakihs were driven from all the positions which they had occupied. The destruction of Boree had the desired effect, and in two months the chief submitted, and entered into an Agreement on the 14th January 1854 (No. CXXXV.), engaging to abstain from raids themselves, and to eject within two months all the fugitive freebooters with them. These Engagements have been strictly fulfilled by them.

The Jowakihs number 1,000 matchlocks. Subsequently to these proceedings Fort Mackeson was constructed in the plain between the two Passes, and the police post of Shumsnuttoo to command the entrance to the Jowakih Pass, with patrolling roads and connecting towers.

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## KOHAT PASS AFREEDEES.

This Pass is occupied by the Gulla section of the Adam Khail tribe of Afreedees, except the village of Akhar, at the Peshawur entrance, which belongs to the Hussun Khail section of the same tribe. They number 1,200 matchlocks. The defile extends from near Eymul Chabootra, in the Peshawur plain, for a distance of about 12 miles. The road then winds over a mountain, the crest of which forms the boundary between the Gulla Afreedees and the Bungushes who occupy the Kohat valley. From this crest to Kohat is a distance of about 7 miles, the greater part of which is a descent through mountain gorges unoccupied by any tribe.

Soon after annexation, the Afreedees of this Pass began to be troublesome, and were incited to lawless acts by emissaries of the Cabul Government. Their suspicions were also aroused by the construction of a road from Kohat towards the fastnesses, and there was also discontent regarding the salt regulations at the Trans-Indus mines.

On the 2nd February 1850 a party of Sappers, engaged on the above road about 3 miles from Kohat, was attacked by the Afreedees, and nearly all were killed or wounded. The Commander-in-Chief, Sir Charles Napier, was at Peshawur, and he issued orders for the forcing of the Pass, with the double object of strengthening Kohat and punishing the Afreedees. This was accomplished between the 10th and 13th February with some loss to ourselves. The villages in the Pass were partially destroyed, and a Regiment of Cavalry and one of Infantry were left at Kohat.

In April hostilities were renewed, and a Company of Infantry from Kohat was placed in a post on the crest of the mountain. The post was soon found to be untenable, and the detachment was withdrawn. It was then resolved to try the effect of a blockade, and the Afreedees were debarred from all ingress or dealings with the Peshawur or Kohat valleys.

In April 1849 the Afreedees of the Pass had agreed to keep open the communication for a sum of Rupees 5,700 per annum, 3,000 of which was to be paid to the mulliks, and 2,700 to be paid to forty-five men, to be placed at certain posts in the Pass. This agreement was of course made void by the above proceedings, and after the blockade had

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PESHAWUR FRONTIER.

been enforced, the Deputy Commissioner of Peshawur made a similar agreement with the mulliks of the Jowakih Pass. This, combined with the pressure caused by the blockade, induced the Gulla Afreedees to sue for the old terms, which were granted them. The fulfilment of these was entrusted to Rahmut Khan, chief of the Orukzai clan, who received Rupees 2,000 per annum for the duty, and was directed to locate on the crest of the mountain 100 men of his tribe to be paid at the rate of Rupees 5 a month each. The total cost of this arrangement was therefore as follows:

| | | | |
|---|---|---|---|
| Allowance to Mulliks of the Pass | ... | Rs. | 3,000 |
| „ Watchmen „ „ | ... | „ | 2,700 |
| „ Rahmut Khan | ... | „ | 2,000 |
| Detachment of Orukzai | ... | „ | 6,000 |
| | | Total, Rs. | 13,700 |

This arrangement continued till the close of 1853, when the continued misconduct of the Afreedees necessitated a change. The Deputy Commissioner of Kohat proposed that the Bungushes should be entrusted with the road from Kohât to the crest of the mountain, and the Gulla Afreedees with their own defile only. This was stoutly opposed by the latter, who claimed the crest of the mountain as their own. The Bungushes advanced to take possession of it, but were driven back, and evinced their inability to cope with the Afreedees. At this time the force which had destroyed Boree was encamped in the neighborhood, and it was arranged that a simultaneous movement should be made against the Pass from both sides. Perceiving their danger, the Gulla Afreedees submitted and withdrew their claim to the crest of the mountain, leaving it to the Government to make what arrangements they pleased for the road. Accordingly, on the 1st December 1853, they entered into an Agreement (No. CXXXVI.) to maintain the Pass on the old terms, from Eymul Chabootra on the Peshawur side to the foot of the mountain. They also relinquished Rupees 300 of the allowance to the mulliks in favor of the Bussi Khail, a clan occupying the hills close to the entrance of the Pass. The

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cost of this arrangement, which holds good to the present day, is as follows :—

| | | | |
|---|---|---|---|
| Allowance to Mulliks of the Pass | ... | Rs. | 2,700 |
| ,, Watchmen ,, ,, | ... | ,, | 2,700 |
| ,, Bussi Khail ,, ,, | ... | ,, | 300 |
| | Total, Rs. | | 5,700 |

## BEZOTEE AND FEROZE KHAIL.

It remained to arrange for the security of the road from the crest of the mountains to Kohat. By the arrangement of November 1850 this had been entrusted to Rahmut Khan and the Orukzai at a cost of Rupees 8,000 per annum. The Bungushes having failed to make good their position against the Afreedees, called to their aid certain neighboring tribes, to whom they assigned portions of the allowance, retaining for themselves Rupees 3,000. Of these tribes the Feroze Khail and Bezotee clans of the Orukzai were the chief. One tower on the crest was assigned to them, and they were to receive Rupees 2,000. The Agreement is No. CXXXVII. They number 1,500 men.

## JOWAKIH AFREEDEES.

The Jowakih Afreedees, who number 1,100 men, also received Rupees 2,000 for the maintenance of another tower on the crest. The Agreement with them is dated 3rd December 1853 (No. CXXXVIII.)

A similar Agreement (No. CXXXIX.) was made with the Sipah tribe of Orukzai, who number 300 men. A third tower was assigned to them, and an allowance of Rupees 500. Bahadur Shere Khan, the Bungush chief, was placed in charge of the whole of the Pass arrangements on Rupees 1,200 per annum.

It will thus be seen that the entire cost of the Pass is as follows :—

| | | | |
|---|---|---|---|
| Allowance to Gulla Afreedees | | Rs. | 5,400 |
| ,, Bussi Khail | | ,, | 300 |
| ,, Bezotee and Feroze Khail | | ,, | 2,000 |
| ,, Jowakih Afreedees | | ,, | 2,000 |
| ,, Sipah | | ,, | 500 |
| ,, Bungushes | | ,, | 3,000 |
| ,, Bahadur Shere Khan | | ,, | 1,200 |
| | Total, Rs. | | 14,400 |

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PESHAWAR FRONTIER.

## RABIAH KHAIL.

This tribe occupies the hills north of Hungoo, in the Kohat district, and numbers about 600 men. They are a clan of the powerful Orukzai tribe. After the annexation of the Meerunzai valley, the Orukzais combined to threaten our border. Numerous raids were committed by them, and in 1855, the Rabiah Khail attacked and plundered the British village of Shahoo Khail. A force proceeded against them under Brigadier General Chamberlain, and on the 1st September 1855 successfully carried their positions on the Sumana range, inflicting considerable loss on the tribe. They immediately submitted; and on the 20th September 1855 entered into an Engagement (No. CXL.) for future good conduct, to which they have since adhered.

## AKA KHAIL.

This is a large Afreedee tribe, numbering 1,500 men, whose summer residence is in the Teerah mountains, but they migrate in the winter to the Hills bordering on the Peshawur district, between the Kohat Pass and the Bara River, where they dwell in caves, grazing their cattle in the plain. They had frequently committed cattle thefts and robberies near the Kohat Pass, but the tribe was not considered so hostile as others. In the autumn of 1854, when Lieutenant Hamilton, District Engineer, was encamped at Badabair, engaged in completing the Kohat and Peshawur road, a large body of about 300 men of the Aka Khail came down a ravine from the hills, and silently surrounding the camp, suddenly lit torches and attacked it. The sleeping inmates were nearly all slain. Lieutenant Hamilton was wounded. The camp was plundered, and the tents fired. A small force at once took the field under Colonel Cragie, and entering the Aka Khail hills, inflicted as much injury as it could on the tribe. At the same time they were effectually blockaded, which was a source of still greater injury to them, as they were dependent on Peshawur for their support during the winter by the sale of firewood. Troops remained in front of them, and many of their cattle and people fell into our hands or were killed in skirmishes. They did not, however, submit that season, and returned as usual in the spring to their summer settlements in Teerah. In the autumn of 1855, when they were about to migrate, steps were taken to continue the blockade, and finding themselves exposed to this, they sued for peace, finally consenting to

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pay a fine of Rupees 2,670, to abstain from plunder in British Territory, and to give hostages for their future good conduct. An Agreement to this effect (No. CXLI.) was entered into with them on the 11th January 1856.

## KOOKEE KHAIL.

This is one of the principal tribes of the Khyber, numbering 6,000 men. They occupy the Pass of that name as far as Ali Musjid, and receive a cash allowance from Ameer Dost Mahomed, to whom they own a nominal allegiance. They have been, since annexation, more notorious for harbouring criminals and refugees than for direct acts of aggression, and as they derive their means of subsistence chiefly from the sale of firewood in our cantonments, we have always possessed a ready means of punishing them for lawless acts. Such an act was committed in January 1857, when Dost Mahomed was encamped at Jumrood, after his interview with Sir John Lawrence, whose camp was a few miles nearer Peshawur. A party of young Officers rode beyond the Ameer's camp towards the Pass, and were fired on by the Kookee Khail. One of the number, Lieutenant Hand, was so severely wounded that he died during the night. The crime having been brought home to men of the tribe, they were blockaded, and many of their men fell into our hands. During these hostilities the mutiny broke out, but the blockade was continued in full force, and was so injurious to the interests of the tribe, that they paid down a fine of Rupees 3,000 and entered into the Agreement marked No. CXLII.

## OTMAN KHAIL.

The Kohat district is closely surrounded by independent tribes, more or less connected with those inhabiting British districts. Special grounds of hostilities have occurred with some of them, which have been detailed above, but it was found expedient to have an understood course of procedure with all, because we could not limit our intercourse with them according to circumstances as at Peshawur. A simple Agreement was therefore entered into with them, laying down what was expected of them in their intercourse with British subjects. The tribes with whom such Agreements have been made at Kohat are—

I. The Otman Khail, a clan of the Orukzai tribe, numbering 450 men.

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PESHAWUR FRONTIER.

II. The Zymoosht, who occupy the north-western hills of Meeranzai, and number about 5,000 men.

III. The Shekhan, another clan of the Orukzai, numbering 2,500 men.

IV. The Alisherzai, who number 3,000 men.

V. The Aka Khail, who number 500 men.

VI. The Ali Khail, an Orukzai clan of 3,000 men, north of Hungoo.

VII. The Mishtee, north of Ibrahimzai, who number 3,000 men.

VIII. The Mummoozai, north of Hungoo, numbering 3,000 men.

These Agreements have been made at different times, but are all of the same tenor. One only, that with the Otman Khail, dated 2nd August 1858 (No. CXLIII.), is here given.

## TRIBES IN KAJOOREE.

North of the Bara River, on the Peshawur border, is a tract of hilly country known as "Kajooree." It is occupied in the winter by parties of the Sipah, Kummorai, Mullikdeen Khail, and Kumber Khail tribes. This joint occupancy has been very inconvenient, as it has enabled them to allow members of other tribes to pass through their settlements for purposes of robbery and theft, in which cases the responsible party could seldom be ascertained. On this account they refused on several pretexts to become jointly responsible. But in the early part of 1861 a party of villagers from British Territory, who were grazing their cattle in the vicinity, were attacked by the Zakha Khail, who had been residing in Kajooree. One was killed, three were wounded, and their cattle was plundered. Some of the Kajooree men were seized, and further proceedings threatened, unless immediate reparation was made and an agreement entered into of joint responsibility for the future. The tribes concerned sent their representatives to Peshawur, paid a fine of Rupees 1,000, and entered into the desired Agreement, which closes that corner of the district against the Zakha Khail and other robbers. The Agreement with the Sipah and Kummorai tribes was made on the 24th April 1861 (No. CXLIV.); that with the Mullikdeen Khail and Kumber Khail was effected shortly afterwards, and is of the same tenor.

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## JYDOONS.



This tribe is partly settled in the Hazara district, where they are British subjects; but a portion remained independent on the spurs and slopes of the Mahabun mountain, on the right bank of the Indus. Since annexation they have been peaceable and on friendly terms with us, but in their neighborhood is the fanatic colony of Sittana, the members of which have been incessantly engaged in raids, robberies, and murders in British Territory. This involved the Jydoons, through whose lands the robbers were obliged to pass on their forays, as also the Otmanzai Pathans of Kyah and Kubbul, two villages on a narrow strip of plain between the Jydoon hills and the Indus.

In 1858 a force under Sir Sydney Cotton proceeded against Sittana and destroyed it. On that occasion the Jydoons remained quiet, and the Otmanzai were our allies. The fanatics subsequently re-settled in the vicinity of Sittana, and resumed their former depredations. In the early part of 1861 it was necessary to take steps against them, and the Jydoons and Otmanzai were called to account for permitting them to re-settle and to pass through their country when proceeding to and returning from British Territory. A blockade was instituted, and soon afterwards these tribes expressed themselves willing to submit to any terms demanded of them. After some interval they agreed (Nos. CXLV. and CXLVI.) to pay a fine of Rupees 1,000, to close their country against the Sittana fanatics or other robbers, and to cease from levying certain oppressive dues from traders proceeding up and down the Indus.

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## No. CXXXII.

### Agreement of the Haleemzai Clan of the Momund Tribe.

Ahmud Shere, Noor Gool, Mokurrum Huboo, Raheemdad, and seven other Mulliks of the Haleemzai tribe engage to pay a yearly tribute of two hundred Rupees, and promise obedience and service to Government, and if any fault be proved against them, they hold themselves liable to punishment. They consider the friends of the

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PESHAWUR FRONTIER.
No. CXXXIII.

Government to be their friends, and the Government enemies their foes. To which purpose they have executed this Agreement on 12th July 1852.

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## No. CXXXIII.

PROCEEDINGS of COLONEL MACKESON, Commissioner of Peshawur, in the matter of the re-settlement of RANEZAI.

Whereas the Khans of the Ranezai have this day come to me and solicited pardon of their past offences, and to be allowed to re-settle in their country on the following conditions:—

I. If the Government require them to pay revenue, they will do so.

II. If the Government desire to build a Fort in Ranezai, they are at liberty to do so.

III. If they are left by the Government to re-settle of themselves, they will do so.

IV. The Khans agree that they will always be ready to do service for the Government, and will not receive into their country any person evil-disposed to the Government, nor give such person a road through their country.

V. If an army comes against them too strong for them to cope with, they will come with their families into British Territory.

On hearing these offers the Khans were informed that the British Government had no desire to extend its territories, nor to take revenue from Ranezai, but that it was incumbent on the said Government to protect its own borders from any aggression from Ranezai or elsewhere, in order that its subjects might remain in security and in the peaceful discharge of their several occupations; if any such aggression is attempted, it must be punished.

The Khans of Ranezai are hereby allowed peacefully to re-settle in their villages, and nobody will interfere with them. If in any way they commit a breach of their promises, notice will not be given to them as before, but a British Force will be sent to capture and punish them.

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The Mulliks of Loondkhor having loyally come forward to assist in the re-settlement of Ranezai, it is hoped that the Khans will honestly carry out their engagements for the honor of the said Mulliks, and at their request the fine of Rupees five thousand is remitted, and the Ranezai prisoners will be released. Let them be ever grateful for the kindness and forbearance of the Government.

*Signed on* 21*st August* 1852.

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## No. CXXXIV.

AGREEMENT entered into with the CHIEF COMMISSIONER of the PUNJAB and the MULLIKS of JANAKHOR, KOREE, KUNDAO, KUNDUR, OOCHUL, GADHA, TURONEE, and MOOSA DURRA.

Whereas, we the undersigned have received permission to come and go at will in the territories of the British Government, we therefore hereby agree—

I. That neither we ourselves, nor any resident of our settlements, will hereafter commit any raid, theft, or other crime within the British Territories, but will freely and quietly carry on our trade and other business in those territories.

II. That we will not give a passage through our settlement to any bad characters, thieves, or evil-minded persons, whether Afreedees or others, who may desire to obtain such passage for the purpose of committing crime in British Territory, nor will we give such passage to thieves and others who may come from British Territory with stolen property.

III. That if any criminal or murderer seeks an asylum from British Territory with us, we will not grant such asylum, but will promptly eject such criminal or murderer from our settlements.

IV. That we will not allow any bad character or evil-disposed person to come or go in British Territory under cover of the "Perwannah" to be granted to us.

V. That, in event of the breach of any of the above stipulations on our part or that of any resident of our settlement, it shall

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PESHAWUR FRONTIER. No. CXXXV.

be open to the British Government to deal with us as they may deem fit.

*Signed on 15th November* 1853.

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## No. CXXXV.

TRANSLATION of AGREEMENT with the JOWAKIH AFREEDEES (of BOREE).

*Dated 11th January* 1854.

We, Goolring, Moosakhan, Alum Shere, Futteh Shere, Mahomed Ameen, Mujeed Khan, Zerman, Mullicks of Boree, tribe Jowakih Mowalkheyl, for ourselves personally, and as representing the whole Jeergah or Council of Grey Beards of our tribe, whose territory bounds with that of the British Government, hereby voluntarily engage to Captain Coke, Deputy Commissioner of Kohat, after considering well the matters to be arranged between us:—

1*st.*—We undertake that all raids or depredations, or any crime whatever in Government territory as hitherto practised by men of our tribe, shall cease and determine.

2*nd.*—If any criminal from Government territory seek refuge with us, we shall expel him, and whatever stolen property he may possess, we shall restore on due certification as to its nature and quantity.

3*rd.*—Should any members of our tribe, or resident within our bounds, commit a crime in British Territory, and be there captured, we shall take no measures for his release; should such person escape into our territory, we engage to restore any property he may have stolen, and we shall moreover punish the offender according to Afghan custom, and shall never thereafter allow him to repeat the offence within British Territory.

4*th.*—Refugees, Hindkees, &c., from beyond the Indus, who have taken shelter with us, will be required to leave our bounds within two months.

5*th.*—We promise that, whenever the Deputy Commissioner of Kohat may have occasion to call for the assistance or co-operation of the other members of the Jowakih tribe, we shall be equally ready to tender our services to Government.

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6*th*.—Several families of the Mahomdie tribe, known as Pukhie, have always been associated with us, and living with us; we undertake to be their securities in every respect, and hope the Government will forgive them the past; such members of other Afreedee tribes as may be living within our bounds will similarly be restrained under our security. We request that these may be allowed access like ourselves to British Territory.

7*th*.—To ensure the observance of the above conditions on our part, we tender the security of all the other Jowakih Mulliks of Patral, also of Syud Meer Mobarick Shah, Naib Mahomed Saeed Khan (of Goombut), and Bahadoor Shere Khan. Should any infraction of Treaty occur, they will be responsible for us.

8*th*.—On ratification of the above, we request the Deputy Commissioner of Kohat to communicate with the Deputy Commissioner of Peshawur, in order that we may be allowed to proceed thither for lawful purposes; we also request to be furnished with five copies of a purwannah to this effect, as also an order which may prevent our being captured beyond the Indus, in the Rawal Pindee district.

9*th*.—Seven of our tribe (five in Kohat, and two in Peshawur) are in prison; we request that on ratification of this Treaty the Deputy Commissioner of Kohat may take measures for their release.

10*th*.—We agree not to bring Ahmeedee (a Government enemy) with us into British Territory, nor any such obnoxious persons.

*(Here follow the signatures.)*

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## No. CXXXVI.

TRANSLATION of TREATY entered into with the GULLEE AFREEDEES, or AFREEDEES of the KOHAT PASS, on the 1st December 1853.

We, the undersigned Mullicks, Khan Mahomed, Ameer, Nooray, Meeroo, Taj Khan, and Eesaef Akhor, Meeran, Meer Shikar, Zaphta Khan, Said Khan, Joomma, and Jafir, Mullicks of Zurghoon Kheyl, Paienda Khan, Gool Khan, Meah Shere Ahmed Khan, and Dost

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PESHAWUR FRONTIER. No. CXXXVI.

Mahomed, Mullicks of Sherukkee, Mulla Khan, Akrum, Sheeraz, and Goolistan, Mullicks of For Chupper, all assembled at the Kohat Kotul, after hearing and considering the orders issued by Captain Coke regarding ourselves, voluntarily enter into Treaty with the British Government as under :—

1*st.*—The British Government claimed the Kohat Kotul as the Bungush boundary, and we objected : now, however, waiving our objections, we made the Kotul over to the Bungushes, Government subjects, the Government making such arrangements with regard to both sides of the Kotul known as Paitao and Sweree as may seem fit, and establishing any posts of occupation on the Kotul that may appear necessary.

2*nd.*—Whatever property belonging to Government or its servants or subjects may have fallen into our hands, we agree to deliver up ; should any not be forthcoming, we shall take oath in regard to it.

3*rd.*—Property of merchants robbed in the Pass between Zurghoon Kheyl, Boostee Kheyl, &c., by men of Boostee Kheyl, shall be restored. In regard to robberies by men of Benghoon Kheyl, the same course shall be pursued, but it will not be possible to restore fruits which may have decayed, and we beg the Government to forgive us as regards such. Should the people of Zurghoon Kheyl have disposed of any articles, the prices will be restored, proof on oath of the value being tendered.

4*th.*—Henceforward in the event of any highway or other robbery being committed between Eymul Chubootra on the Peshawur side to the Sweree side of the Kotul, on the Deputy Commissioner of Kohat issuing orders with lists of property said to be stolen, and giving fifteen days' grace, we engage within the period either to restore the said property, or make good the loss.

5*th.*—We all of us agree, that if any of our tribe fire upon any picket or guard of Government troops or police on outpost, either within the bounds of the Peshawur or Kohat districts, and the fact be fairly established, Government may banish the hostages we have given withersoever it may seem good, and exact reparation from us ; this Treaty having, by such act on the part of any of our tribe, become of no effect.

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6*th.*—Subsequently to the ratification of this Agreement, if any murderer, thief, adulterer, &c., a refugee from Government territory, seek shelter with us, we shall expel him from our bounds; such as may have previously resorted to our territory for shelter will be produced, if the Deputy Commissioner feels inclined to allow them to come to an agreement. Those who may still remain with us will be prevented from doing any injury in Government territory, or to Government subjects: we shall be their sureties.

7*th.*—Should any of our tribe commit murder in British Territory, we shall at once expel him from his village, and his house shall be burnt and destroyed; should the culprit be captured by Government, he may be treated like any other murderer, according to the pleasure of Government.

8*th.*—Should any Government subjects bring stolen property into our territory, on being informed of the fact, we shall restore the property, and expel the refugee.

9*th.*—We engage to maintain the posts and chokies formerly established within our bounds by Colonel G. Lawrence and Captain Lumsden, at the same strength and in the same numbers, for the safety of travellers through the Pass, as follows:—

*By Akhor*, three chokies of twenty-five men in all, *viz.*, fifteen men at Eymul Chubootra, five at Woorsuck, five at Rookhi Woorsuck.

*By Shurukkee Zurghoon Kheyl* and *For Chupper*, three chokies of twenty men in all, *viz.*, ten at Runjoo Tungi, five at Sundabusta, and between Shurukkee and Kothul five men.

10*th.*—Government to arrange for three chokies on the Kotul from the tribes of Dowlut Kheyl, Jowakies and Bungushes; should any of the two former commit depredations within our bounds, if attached to any Bungush faction, the Bungushes will arrange about it; if attached to any of the Pass factions, we undertake the settlement ourselves; should the crime be committed by members of any other tribe, we are responsible.

11*th.*—We undertake that none of our tribe commit theft or any crime in Government Territory. In the event of such happening, and of the capture of the offender, the law may take its course. If the offender and property reach our territory, the property will be delivered up.

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No. CXXXVI.

12*th*.—We request that the Government may be pleased to direct the release of any of our tribe now prisoners in Peshawur or Kohat, or that may have been sent across the Indus, provided the offenders have not been guilty of murder, also that confiscated goods and cattle be released.

13*th*.—After ratification of this Treaty, we beg that the Deputy Commissioner may issue orders to all Government Officials to the effect that our tribe are to have free ingress and egress into and from British Territory for purposes of trade and other lawful objects, in the same manner as British subjects, conditionally upon our proper behaviour.

14*th*.—To ensure observance of this Treaty on our part, we engage to give four hostages, from Shurukkee and Zurghoon Kheyl one each, and two from Akhor, to remain permanently under Government surveillance in British Territory; these men to be occasionally relieved by approved substitutes.

15*th*.—Formerly we received a "mowajib" or Pass allowance of Rupees 5,700 per annum. The Chief Commissioner reduced this amount by Rupees 300 per annum on account of the Bussee Kheyl, and we are satisfied. From opening of the Pass after execution of this Treaty we shall receive Rupees 5,400 according to the following details :—

| | | |
|---|---|---|
| To the Mullicks ..... | Rs. | 2,700 |
| To Chokeydars ..... | ,, | 2,700 |
| Total ..... | Rs. | 5,400 |

*Executed on the Kohat Kotul, the* 1*st December* 1853.

*(Here follow the signatures.)*

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## No. CXXXVII.

### Agreement of the Bezotee and Feroze Khail Tribes.

After Preliminaries—

We of our own free will and accord agree as follows :—

I. The Government having been pleased to assign us an annual payment of Rupees two thousand, in consideration of our services on the crest of the Pass, we agree to the following stipulations :—

II. We will maintain a post of twelve armed men in the tower made over to us on the crest of the Pass.

III. In event of any disturbance taking place on the crest of the Pass, we will proceed there in force and render assistance to the Bungushes.

IV. We agree to commit no crime of any kind in British Territory ; if any member of our clans should do so and return to us, we will punish him by our Code, and take care that he shall not so offend again.

V. Whereas the clan of Otman Khail forms with us the tribe of Dowlutzai, but they have not yet rendered any service or come in to the Government; should they hereafter do so, we will settle amongst ourselves the share they are to receive of the above Rupees two thousand ; they will have no separate claim on the Government ; and after we have effected an arrangement with the Otman Khail, we will be responsible for their good conduct.

VI. Whereas our lands adjoin British Territory, if any criminal comes to us, we will restore any Government property he may have, and eject him from our settlements.

VII. If any injury is sustained on the crest of the Pass, we will be responsible for the same with the Bungushes to the extent of our share.

VIII. We will be responsible that no man after stealing in British Territory finds a passage through our lands.

IX. We will not permit any member of our tribes to commit offences in the Pass, in the boundary of the Adam Khail, and will be responsible in such cases.

X. We give as our securities Bahadur Shere Khan, Mullik Magoolah Khan, and Khitrab Shah Sahibzadah.

*Signed on 3rd December* 1853.

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PESHAWUR FRONTIER.

No. CXXXVIII.

## No. CXXXVIII.

TRANSLATION of AGREEMENT entered into by the JOWAKIR AFREEDEES on the 3rd December 1853.

We Mullicks Seraj, Cassim, Shahwullee, Mooshkee, tribe Cassim Kheyl, Bahurree, Sikaraj Mahiboolla, Mukhmud, Peeraj Oomray, tribe Ismael Kheyl, all Mullicks, of Torkee Sheredeen, Khangool, Namdar Hawur, Mullicks of Jummoo, Sherebaz Sahib Khan, Yar Khan, Mukhmud Mujeeb, Mullicks of Paid; Nishan Mullicks of Gureeba; all of the tribe or Tuppah of Paitao Jowakih Afreedees, bordering upon British Territory, assembled on the Kohat Kotul in presence of Captain Coke, Deputy Commissioner of Kohat, and after hearing and considering his wishes on the part of Government, hereby voluntarily enter into an Engagement as follows :—

1*st.*—Having in consequence of former friendship with the Bungushes come to the help of the latter when contending with the Afreedees of the Kohat Pass regarding their respective boundaries, we now engage to abide by the four following conditions :—

I. We agree to furnish an outpost on the Kotul with 12 armed men, to be constantly present in a tower erected upon our own part of the Kotul.

II. Having thus come to the assistance of the Bungushes and agreed as above, we engage, in the event of any disturbance or fighting hereafter occurring on the Kotul, to come again to their aid with our whole force.

III. We shall share with the Bungushes the responsibility of any injury committed or loss sustained on the Kotul.

IV. Although we formerly entered into Agreement not to commit any crimes, as murder, highway robbery, theft, &c., in British Territory, we hereby repeat our Engagement, that if any of our tribe be found guilty of such crimes in British Territory, we shall, as a body, be responsible.

2*nd.*—To ensure a proper observance on our part of the above condition, we give Meer Mobarrick Shah and Bahadoor Shere Khan as securities. In the event of failure on our parts the above-named chiefs (residents of British Territory) will take the responsibility upon themselves.

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3*rd*.—With the sanction of the Deputy Commissioner, we shall hereafter, in consideration of this Agreement, receive a share amounting to Rupees 2,000 per annum, from the mowajib or allowance formerly granted to the Bungushes.

4*th*.—Should any of our tribe commit any offence in the Kohat Pass, we shall be responsible as above, and it is hereby arranged that our share of mowajib, *viz*., Rupees 2,000 per annum, shall be duly paid to us so long as the Agreement with the Afreedees of the Pass endures.

*(Here follow the signatures.)*

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## No. CXXXIX.

AGREEMENT made by the SIPAH (AFREEDEE) TRIBE in connection with KOHAT PASS arrangements on the 6th December 1853.

We, the undersigned, Sainuck Ahmed Shah, Zabita Khan, Moorad Khan, Sufdur Ali Shah, Roostum Ali, Abdool Hussun, Hyder Ali, Shawulee, Zam Khan, Jowahir Ali, Ahmed Shere, and Gholam, all Mullicks of the Sipah Tribe on the border of the Kohat district, being present on the Kotul, after conversing with Captain Coke, Deputy Commissioner, and fully understanding what is required of us, do hereby enter into an Engagement with the British Government as follows:—

1. The Bungush Tribe having had a dispute with the Afreedees of the Kohat Pass regarding boundaries, and having come into hostile collision with them on the Kotul, we of the Sipah Tribe, owing to ancient friendship with the Bungushes, came, when solicited, to their assistance. At the conclusion of the affair (on the Kotul) we made an agreement with the Bungushes according to the four subjoined stipulations:—

1*st*.—That two men of our tribe should constantly remain as part of the garrison of the Bungush tower on the boundary.

2*nd*.—That in all matters connected with the Kotul and its protection, we shall invariably side with the Bungushes, and bring our whole force to their assistance in case of need.

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PESHAWUR FRONTIER.

No. CXXXIX.

3*rd.*—That in the event of any loss or injury occurring on the Kotul, we shall be responsible with the Bungushes in proportion to the quota of men furnished by us.

4*th.*—That although we formerly gave verbal promises that none of our tribe should commit theft, highway robbery, murder, or other crimes, within British Territory, we now enter into this written engagement, that if any of our tribe be guilty of committing crimes of the above nature within British bounds, we shall be collectively responsible, and shall moreover restore plundered property, punishing the murderer or thief besides, according to Afghan custom, by burning his residence, and expelling him from his village; should the guilty party be captured in British Territory, he may be dealt with as the British Authorities deem fit; we shall make no intercession on his behalf. We have fully and voluntarily agreed to these four conditions.

2. To ensure observance on our part of the above conditions, we furnish the security of Syuds Hossein Ali Shah and Mirzain Ali Shah (of Merye, British Territory), and of Mullick Alayar Khan of Alizye (ditto) to this effect, that if we fail to abide by the conditions herein made with the Bungushes in presence of the Deputy Commissioner of Kohat, the sureties here named shall be responsible, and will see reparation made.

3. The Bungushes have agreed that the sum of Rupees 500 per annum be paid to us from their share of the Kotul allowance in return for our present Agreement, in presence of the Deputy Commissioner.

4. If any of our tribe commit an offence in the Kohat Pass, as theft or any other improper act, we undertake the responsibility of satisfying the demands of Government. Our share of Rupees 500, as above-mentioned, to be regularly paid to us so long as the present Kohat Pass arrangements endure.

*Executed the 6th December* 1853.

*(Here follow the signatures.)*

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## No. CXL.

AGREEMENT entered into by the CHIEFS of the RABIAH KHAIL TRIBE.

Whereas pardon has been extended to us for past offences, and we have agreed to refrain from all further crimes in British Territory, we voluntarily engage as follows :—

I. We will restore all cattle now with us plundered from British subjects, and any which may hereafter be ascertained to be with us, but the Government will not claim such cattle which may have been taken by the troops during hostilities.

II. We will not, for the future, commit any crime or offence against the persons or property of British subjects. We will also restore any property stolen from British Territory by members of other tribes passing through our lands. If the thief prove to be a member of our tribe, we will further exact a fine from him. If stolen property is not traced to us, but only suspicion rest on the tribe, we will administer an oath to two men of the suspected section; if they will not swear, restitution of the property shall be made.

III. We will leave five members of our tribe as hostages with the Deputy Commissioner, who will be exchanged from time to time.

*Signed on 20th September* 1855.

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## No. CXLI.

AGREEMENT of the AKA KHAIL.

Whereas, on account of former offences, we have been blockaded by the Government, we now repent of our evil deeds, and agree to pay a fine of Rupees two thousand six hundred and seventy to the Government, and to abstain from the commission of crimes in future: and that if any member of our tribe shall commit murder in British Territory, we will deliver him up; should he escape, we will confiscate his property, and not allow him to return to our lands without permission of Government.

I. If the Government require from us the price of blood, we will pay it.

II. If any member of our tribe shall wound a British subject, we will pay such fine as the Government may demand.

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PESHAWUR FRONTIER.
No. CXLI.

III. If any member shall rob or steal from a British subject and be apprehended, we shall not intercede for him; if he return to our settlement and the theft be proved, we shall make good the property and levy a fine on him.

IV. If any of our women elope to British Territory, we shall send a jirgah of grey beards to arrange the matter, and if she consents, will receive her back on giving security to Government for her safety.

V. If any of our tribe clandestinely bring into British Territory an enemy of the Government, and the latter is apprehended, we will pay a fine of Rupees fifty, and not intercede for such enemy of Government.

VI. If any criminal comes to our lands, we shall restore any stolen property he may have with him and eject him from our Settlements.

VII. We will not assist any criminal to escape from his captors who may have taken him beyond our habitations.

VIII. We will place a respectable man of each clan as a hostage with the Government.

IX. Until the above sum of Rupees two thousand six hundred and seventy is paid in full, we will not come to the city of Peshawur on pain of apprehension. We will pay the money at the Thannah of Badobair.

X. In event of the breach of any of these Engagements, the Government will allow us a month to meet their demand, after that time the Government are at liberty to send our hostages to India, and to act as they may deem best.

XI. If we commit any aggression in the Kohat Pass, our former pay of Rupees six hundred shall be stopped.

XII. If suspicion shall attach to us on the part of Government or any British subject, we will answer for the same on the case being investigated in the same manner as is done for British subjects.

XIII. If punishment is to be enforced on any member of the tribe under the above Agreements, we will allow an Officer of Government to be present, that the Government may be satisfied of its being carried out.

XIV. If we shall have any claim or charge against a British subject, we will not take the law into our own hands, but report the case to Government Officers for the same enquiry as is made where British subjects are the complainants.

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XV. In regard to women who come from British Territory to us, the same arrangements will be made as we have agreed to make in cases when they go from us to British Territory.

XVI. Past offences to be forgiven, and in addition to the permanent hostages, we will give others until such time as the fine is paid, when they will be released.

*Signed on* 11*th January* 1856.

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## No. CXLII.

AGREEMENT with the CHIEFS of the KOOKEE KHAIL TRIBE of AFREEDEES.

Whereas, our tribe has been excluded from British Territory, on account of the murder of a British Officer, and we are unable to produce the murderers who have fled, we agree to pay a fine of Rupees three thousand on account of that crime, and we further voluntarily engage as follows :—

I. We will not hereafter commit any crime in British Territory.

II. We will not bring with us into British Territory any member of a tribe in hostility with the Government.

III. If any thief or murderer belonging to our tribe be apprehended in British Territory, we will not intercede for him.

IV. If such thief or murderer escape to us, and the crime is proved, we will destroy his house and banish him from our settlements, restoring the value of the stolen property ; if there is no evidence against him, the accused may clear himself, if five members of his section of the tribe will swear to his innocence.

V. If any married or unmarried woman elopes to our settlements, we cannot give her up, but we will restore any property she may be proved to have carried off with her. If her friends come and make an arrangement, we will give her up to them, or to a "jirgah" of grey beards.

VI. If any thief or person in the service of Government escape from British Territory into our settlements, we will eject him from the same, and if he has stolen property with him, we will restore it.

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PESHAWUR FRONTIER.
No. CXLIII.

VII. If we have a money claim against any British subject, we will sue him in the Courts in proper form; we will also attend to answer any such claim against us or produce the acquittance bond of such claimant; we will not carry out our usage of reprisals in British territory, but in our own settlements we are at liberty to do so; and we will not take part with any other tribe in hostilities against the British Government.

VIII. Whenever required to do so, we will keep a representative with the Local Officers of Government, who are at liberty to call him to account in matter of neglect.

IX. Whereas there are many Afreedees in the service of Government, if any of them have a claim against us, the matter shall be settled by a "jirgah" of grey beards.

X. We give Arbab Mahomed Ameer Khan and Arbab Abdool Mujeed Khan as our securities for the payment of the fine and the fulfilment of these Engagements, and in consideration thereof the Government will release the persons and property of our tribe now in their hands.

*Signed on* 14*th August* 1857.

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## No. CXLIII.

AGREEMENT entered into by the OTMAN KHAIL.

We the undersigned agree—

I. We will not commit crime against any resident of British Territory.

II. If any member of our tribe commits murder and is apprehended in British Territory, we will not intercede for him, and if he return to us and the crime is proved against him, we will banish him from the tribe, confiscate his property, and not allow him to re-settle without the permission of Government.

III. If any member of the tribe is apprehended for highway robbery or theft, we will not intercede for him, and if he escape and return to our settlements—if the crime is established against him by two witnesses not hostile to our tribe—we will either restore the stolen

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property or its value to the owner thereof, and will further destroy his house; if there is no proof against him, the Government will be satisfied by the oath of two of our tribe.

IV. If any other criminal comes from British Territory to our settlements with stolen property, we will restore the same and eject the criminal from our bounds.

V. We will not bring into British Territory any evil-disposed person; if we do so, and he is apprehended, we will not intercede for him.

VI. If any person elopes with a woman into our settlements, and has property with him, we will restore it; if he denies having the property, we will administer an oath to that effect to the man and the woman, but we cannot give up the woman. We will try to effect an arrangement by "jirgah." If a woman comes to our settlements, having left her parents or guardians, if a "jirgah" of grey beards comes for her and makes arrangements, we will give her up to such "jirgah."

VII. If any resident of British Territory has a money claim against any member of our tribe, and petitions the Government about it, let an order be written to us, we will assemble the "jirgah" and do justice, or send in the defendant to make reply in Court.

VIII. If any member of our tribe has a money claim against a British subject, we will not make reprisals, but prefer our complaint to the British authorities.

IX. We will not assist any Hill Tribe in any recusancy against the British; if any member of our tribe should do so, and it be discovered, we will burn his house, banish him from our settlements, and not permit him to re-settle with us without the permission of Government.

X. If a member of our tribe accompanies a party of robbers from another tribe to commit theft in British Territory, the Government will not on his account hold us responsible, but the tribe whose party he accompanied.

XI. If a member of our tribe purchases or receives in deposit from another tribe cattle which has been stolen in British Territory, we will restore the same.

XII. We will obey all written orders of the Government addressed to us.

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PESHAWUR FRONTIER.
No. CXLIV.

XIII. If a debtor escapes to our settlements, we will endeavour to arrange the matter by "jirgah;" failing this we will send the parties to Court, provided that the debtor be not imprisoned, but an arrangement be made for the liquidation of the debt by instalments.

XIV. We give the Mulliks of the Bezotee tribe as our securities; in event of any breach of the above Engagements, the Government is free to call them to account.

XV. The Government having forgiven our past offences on payment of Rupees one hundred and seventy-five, we are not to be called to further account for them, and we will be permitted to come and go at pleasure in British Territory.

XVI. In regard to the tower on the Pass, we agree to hold it on the same terms* as the Bezotees and Feroze Khail; same with Alee Sherzai.

*2nd August 1858.

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## No. CXLIV.

AGREEMENT of the MULLIKS of the SIPAH and KUMMORAI TRIBES.

We agree on our own parts, and in behalf of our respective tribes of our own free will and accord as follows:—

I. During the six months of the cold weather, when we reside in the lands called Kajooree, we will be responsible that no theft or crime is committed on any British subject by any member of our tribes, or by any member of the Zakha Khail or other tribes passing through the said lands of Kajooree.

II. So long as the Zakha Khail may remain at feud with the Government, we will not allow members of that tribe to take up their residence in the Kajooree Settlements.

III. We are responsible that the tribes of Mullikdeen Khail and Kumbur Khail shall send their representatives to the Government Authorities on their return from their summer settlements.

*Dated 24th April* 1861.

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## No. CXLV.

AGREEMENT entered into by the KHUBBUL and KYAH branch of the OOTMANZAI PATHANS and the SULAR TUPPAS of the TRANS-INDUS JYDOONS with the BRITISH GOVERNMENT.

I. We do hereby conjointly and severally pledge ourselves not to permit the Syuds, late of Sittanah, or the Hindoostani fanatics and others associated with them, now at Mulkah, in the Amazye country and elsewhere, or any of them, or any other persons inimical to the British Government, or who have committed or intended to commit criminal acts against it, or any other persons except the members of the Ootmanzai Pathans of Khubbul and Kyah and their cultivators, to establish themselves at Sittanah or within the lands pertaining thereto, or anywhere within the limits of our settlements; and should they endeavour to do so, we will ourselves unite to prevent or expel them; and in the event of any of the parties to this Engagement acting in contravention of its terms, that party will alone bear the blame, provided that the remaining parties shall be bound in that case to treat it as an enemy, and to continue to the best of their ability to give effect to the provisions of this Agreement.

II. We will consider the friends of the British Government our friends, and its enemies our enemies, and in the event of the Munsoor Tuppa of the Trans-Indus Jydoons, which is not a party to this Agreement, continuing or becoming refractory, we will, so far as the fulfilment of our present Engagement requires, hold ourselves aloof from it, and in such measures as the British Government may see fit to take, we will render our assistance for the furtherance thereof against it, and will give to any force employed to punish it, a free road through our country.

III. Should any person residing within our settlements (including Mundee, Sittanah, and the lands pertaining thereto) enter the territory of the British Government and commit injury therein, we pledge ourselves to be responsible, and either to expel him from our country or to afford such redress as the said Government may demand. Further, we will permit no person or persons from beyond our borders to pass through our settlements for the purpose of committing injury in British Territory, or, having committed injury therein, to return

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PESHAWUR FRONTIER.
No. CXLV.

through our settlements to his or their place of refuge or abode, and failing in this we will afford such redress as the British Government may demand. Provided that for every infringement of this Article of the Agreement each contracting tribe shall be held separately responsible.

IV. We will not permit any person or persons conveying money, or arms, or ammunition, or aid of any kind whatever to the Hindoostani fanatics, to pass through our settlements.

V. We will not harbour or render assistance to any fugitive, murderer, robber, or thief who has committed crime in British Territory, nor will we permit him to come and abide within our settlements. Should he endeavour to do so, we will at once expel him. Provided that for every infringement of this Article, each tribe shall be held separately responsible, and shall afford such redress as may be demanded.

VI. In the event of any British subject committing injury within our settlements, we will not make reprisals, but will claim redress in British Courts.

VII. Provided that we shall not hereafter be entitled to claim exemption from the fulfilment of all or any of the terms of this Agreement, on the ground of inability by reason of discord among ourselves; and that for all the purposes thereof, we shall be held responsible for the acts of all residents within our settlements, whether members of the contracting tribes or not.

*Additional Articles with the Ootmanzai of Khubbul and Kyah.*

VIII. We will not permit any person to convey green salt from our settlements across the Indus into British Territory, whether he be resident in our settlements or not.

IX. Inasmuch as the Khubbul ferry of the Indus has been established, and a boat placed thereon for our convenience and advantage by the British Government, we hereby declare that we hold it and enjoy the privilege of using it, subject to such conditions as the British Government may see fit to impose: and, further, we will permit no residents within our settlements or others to cross the Indus to British Territory on Shurnaeis by night; and those only shall be permitted to cross on Shurnaies by day, to whom permission to do so may be granted by the British authorities on the security of respectable Mullicks.

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X. Inasmuch as we are permitted to hold free intercourse with British Territory for trading and other purposes, without payment of tax or duty, we hereby agree to relinquish all claim to tax and duty on merchandize of every description belonging to resident traders of British Territory in its passage through our settlements, as also to all duties heretofore levied on timber floated down the Indus by British merchants; and in return for the protection we receive in British Territory, we agree to afford protection, to the best of our ability, to all merchants and others from British Territory trading with or through our country, and we will, to the best of our ability, prevent robbers or others from exacting black mail or other imposts from them within our settlements.

XI. We will ourselves, as the proprietors, hold the lands of Sittanah, and ourselves arrange for the cultivation and management thereof; and we will not give possession thereof, or of any part thereof, for purposes of cultivation or otherwise to the Syuds late of Sittanah, or to the Hindoostani fanatics, or to the followers of either.

*Executed by the Sular Tuppa of Jydoons at Abbottabad, this Twelfth day of September, One Thousand Eight Hundred and Sixty-one.*

*Executed by the Khubbul and Kyah branch of the Ootmanzai Pathans at Abbottabad, this Seventeenth day of September, One Thousand Eight Hundred and Sixty-one.*

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## No. CXLVI.

AGREEMENT entered into by the MUNSOOR TUPPA of the TRANS-INDUS JYDOONS with the BRITISH GOVERNMENT.

Whereas the Khubbul and Kyah branch of the Ootmanzai tribe and the Sular Tuppa of the Trans-Indus Jydoons, on the 12th September 1861, and the 17th September 1861 respectively, entered into an Agreement with the British Government, the terms of which have at this time been read and fully explained to us by Major Adams, Deputy Commissioner of Huzara; we do hereby, on behalf of the whole Munsoor Tuppa, agree to hold ourselves and our tribe bound by the terms of the said Agreement, as set forth in Articles numbered I., III., IV., V.,

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PESHAWUR FRONTIER.
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VI. and VII., in the same manner, and to the same extent, as the Sular Tuppa of Jydoons: and with reference to the Article numbered II., not included in the above enumeration, we, considering the friends of the Government our friends, and their enemies our enemies, do hereby pledge ourselves, that in the event of any Tuppa or faction of any of the contracting tribes infringing the provisions of the Agreement, and becoming refractory, we will, so far as the fulfilment of our Engagement requires, hold ourselves aloof from it, and in such measures as the British authorities may see fit to take, we will render our assistance for the furtherance thereof against the said Tuppa or faction, and will give to any force employed for its coercion a free road through our country.

Further, for the fulfilment of all the conditions of this Engagement, we agree to be responsible for the villages of Chunnee held by Akhoon Khel and Gobaie and Gobasurie held by Syuds, seeing that they are subject to our influence and unable to act in the matters to which this Agreement has reference, except with our aid and concurrence.

*Executed at Abbottabad this 2nd day of October* 1861.

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# DERAJAT FRONTIER.

*From a Report by the Commissioner of Derajat Division.*

THE tribes from north to south of the Derajat Frontier come in the following order:—

| | | | |
|---|---|---|---|
| Puthan Tribes ..... | 1 | Ahmedzye, | Wuzeerees. |
| | 2 | Othmanzye, | |
| | 3 | Muhsood, | |
| | 4 | Buttunees, | |
| | 5 | Sheoranees. | |
| | 6 | Usteranahs or Oosteranees. | |
| Belooches ... | 7 | Kusseranees. | |
| Puthan ... | 8 | Khetrans. | |
| Belooch Tribes ... | 9 | Bozdars. | |
| | 10 | Loonds. | |
| | 11 | Khosahs. | |
| | 12 | Lugharees. | |
| | 13 | Goorchanees. | |
| | 14 | Muzarees. | |

Except with the Muhsood Wuzeerees no written Engagements have been entered into with the border tribes of the Derajat. The Muhsood Wuzeerees had for years remained in a hostile position towards the British Government, and lawless bands, recruited from the sub-divisions of the tribe residing nearest to our border, had constantly plundered and harried the neighboring British Territory. The inconvenience of this had been somewhat less felt from the fact of their operations being almost entirely confined to the Tank border, which was not under direct British management, and where Nawab Shah Newaz Khan Khuttie Khail contrived to carry on matters in a half friendly half defensive manner, which, though little satisfactory, it was deemed unadvisable to interrupt. A crash eventually came, when, in the absence of the Nawab and the chief Military and Civil

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DERAJAT FRONTIER.

authorities, the Muhsood tribe, headed by their most famous Mullick, attempted to plunder the Town of Tank. They were gallantly defeated with great loss by a body of Punjab Cavalry and some Police Horse. This defeat was followed up within a month by an expedition into the Wuzeeree Hills. Ransom was taken for one of the two chief towns of the tribe, and the other town was destroyed. Time has made us aware of how heavily the Muhsoods felt this blow, but at first they would not bow to make peace. The force returned in May 1860. In March 1861, after a year of comparative quiet, the heads of the tribes came down to sue for peace. Terms were offered them which they said they were unable to accept, and they returned to their hills.

After this they tried to do all the mischief they could, but rather lost than won in dealing with our outposts. In June 1861 they again sued for terms, and whereas they had been before required to make peace as one body, they were now allowed to deal with us by sections, there being three large divisions of the tribe. This was considered a boon; peace was made (No. CXLVII.) with apparent good will on both sides, the British Government securing to itself the power of indemnity for injuries by the confiscation of the merchandize of offending sections of the tribe. In less than two months the Treaty was broken by the murder of a party of grass-cutters. This was said to have been done at the instigation of a Mullick, who had not been a consenting party to the Treaty. Two sections were concerned in this murder. The whole of their tribes-men within reach, and all their property were seized, and the tribe was excluded from British Territory. This exclusion continued till the middle of October, when the heads of the tribe again came down and made good the fine of Rupees 4,500 imposed upon them by the terms of the Treaty. Peace was thus restored. The tribe now declare openly an anxious desire on their own part to maintain peace, and they give good evidence of their sincerity. At the same time they allow that they have not yet brought all the subdivisions of their tribe to their own way of thinking. But they state their hope to be able to do so ere long, and in the mean time guarantee indemnity for injuries.

A Belooch Contingent is maintained for the defence of the Derajat Frontier, and with a view more especially to enlist the sympathies of the chiefs and tribes on the side of Government. The horsemen

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are stationed at different posts along the frontier as near as possible to their own Estates. The pay of the Contingent is included in the cost of the police for the district. The Belooch chiefs, resident in our territories, are held answerable for the Passes from the mountains opposite their lands, in consideration for which service they receive certain allowances from Government, amounting in all to Rupees 5,200 yearly.

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## No. CXLVII.

TRANSLATION of a TREATY or AGREEMENT entered into by the SHANUM KHAIL SECTION of the MUHSOOD WUZEEREE TRIBE with Captain MUNRO, Officiating Deputy Commissioner of BUNNOO, at Bunnoo, on Wednesday, the 19th June 1861.

We, the undersigned, Mullicks of the Shanum Khail Division of the Muhsood Wuzeerees, *viz.*, Peergul Khan, Sahib Khan, Alladad Khan, Kummurdeen Khan, Mairoodeen Khan, Shadee Khan, Said Omeen, Adil Shah, Abbass Khan, Zainoodeen Khan, Soorkummund Khan, Munsuh Khan, Khwaja Meer Khan, Alayar Khan, and Said Meer Khan, for ourselves, and as representing Shere Ali Khan, Poordil Khan Khodadad and Hossein, other chief Mullicks of the Shanum Khail now absent, being very desirous to conclude a peace with the British Government, do hereby engage as follows:—

1*st.*—We undertake to maintain friendly relations with the British Government for the future.

2*nd.*—If any member of the Shanum Khail Muhsood tribe hereafter commit an offence, directly or indirectly, against the British Government, we shall bear the responsibility as a tribe, and the British Government may exact reparation by seizure of our kafilahs, or otherwise as may be deemed requisite.

3*rd.*—Should any member of either of the two other main divisions of the Muhsood, *viz.*, the Alizyes or Behlolzyes, be guilty of committing an offence within British bounds, he shall not receive aid or shelter from us, neither shall he be allowed to deposit any stolen property in our territory.

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*4th.*—In like manner we promise not to afford shelter to absconded offenders from British Territory, whether British subjects or members of other tribes, and especially do we undertake that Khwaja Hawês, Momrez, Deen, and Yar Gool, four of the absconded murderers of the late Captain Mecham, be not permitted to reside or take shelter within Shanum Khail limits.

*5th.*—We hold ourselves answerable that there shall be no attacks made by the tribe in strength, nor any open violence by armed men within Government limits. With regard to thefts, we cannot in the same manner guarantee that none shall occur ; but we will use our utmost endeavours to repress such, and whenever injury has been inflicted within Government bounds by any member of our section, such as murder, theft, incendiarism, &c., the British Government shall be at liberty to indemnify itself from our kafilahs of merchandize, according to the following scale :—

For blood ..... ..... ..... ..... Rs. 600 0 0

For a wound or blow causing the loss of a limb, or injury equal to it ..... ..... ..... Rs. 200 0 0

*For slight wound.*—According to estimated injury.

*For incendiarism or other injury.*—According to extent of damage done.

*6th.*—As a guarantee of our good faith, we will place two hostages from our section of the tribe, one with his family and one without, in the hands of Government, to be lodged either at Tank or Bunnoo, as Government may direct, for the space of one year from this date. If, in the course of that year, no injury or offence is committed by the Shanum Khail Section of the Muhsoods in Government Territory, the hostages will be entitled to release at the expiry of the prescribed period. In the event of the occurrence of any breach, or of the committal of any offence for which reparation has not already been provided in this Treaty, the release or detention of the hostages will be at the pleasure of the British Government.

Having, as delegates from the Shanum Khail Section of the Muhsood Wuzeerees, undertaken to abide by the above conditions, we each and all attach our marks to the paper of Agreement, and trust the Government will accept this covenant on our parts.

*(Here follow the marks or signatures.)*

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SUPPLEMENTARY MEMORANDUM.

The Agreement of which the above is a translation was signed and sealed at Bunnoo on the 19th June 1861 before me. Nawab Shah Newaz Khan of Tank, and Sooltan Mahmood Khan Tehseeldar, being also present, all the Muhsoods assembled in "jeerga" or council spontaneously repeating the Mahomedan Creed both before and after the signature. The document was attested by the Commissioner of the Derajat Division at Bunnoo, on the 27th June 1861.

Similar Agreements were entered into at the same time and place by the Alizye and Behlolzye Sections of the Muhsoods, the former being represented by Mullick Oomer Khan, Yaruck Khan, Peergool, Muteen Raz Mahomed, Ali Khan, Shoojab, Wilayut Khan, Tootee Khan, Duduck Khan, Sohun Khan, Zurai Khan, Wallee Khan, Goolan, Ghurnee Gool, Ali Hybut, Baidul, Meer Khuk Gool Shah, and the latter by Mullicks Taj Mahomed, Latee Khan, Larsur Khan, Yar Mahomed, Mushuk, Gudhee, Hodee Khan, Hatim, Burkhoordar Dooranee Khan, Shukkur Khan Bhoojar, Mehrat, Khwaja Ahmed, Budha, Kuliundur Shah, Nana Dullai, in person, and as delegates from Zubrdust and Said Khan, Bhuttee Nubbee, Ikhlass, Shahbaz, Futteh Khan and other absent Mullicks of the Behlolzyes.

It was moreover ruled that the six hostages (two from each section) should each be either the son, brother, or nephew of a Mullick, and that three of the hostages should be lodged at Bunnoo and three at Tank, receiving subsistence from Government.

(Signed) A. A. MUNRO, *Lieut.*,
*Officiating Deputy Commissioner.*

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# CABOOL.

At the beginning of the present century the Dooranee Empire, extending from Herat to Cashmere, and from Balkh to Scinde, which had been built up by Ahmed Shah Abdallee, remained undivided in the hands of his grandson, Zeman Shah. Having incurred the enmity of the powerful Barukzai tribe, Zeman Shah was deposed and blinded by his brother Mahmood, who was supported by Futteh Khan and the Barukzais. He eventually died a pensioner of the British Government at Loodhiana. In 1803 Shah Mahmood was driven out by Sujah-ool-Mulk, the younger brother of Zeman Shah, and Shah Suja was still in possession of the undivided Empire of Ahmed Shah at the time of Mr. Elphinstone's mission in 1808.

This mission was sent for the purpose of concerting with Shah Suja the means of mutual defence against the threatened invasion of Afghanistan and India by the Persians in confederacy with the French. The mission was well received, and it resulted in the conclusion of a Treaty (No. CXLVIII.) of alliance, which was ratified by Lord Minto on 17th June 1809. It was understood that the stipulations of the second Article rendered it incumbent on the British Government to assist Shah Suja only in the event of an attack by the French and Persians for the purpose of fulfilling the terms of their confederacy, but not if Persia alone should invade Afghanistan without such a purpose, or in consequence of former enmity or recent disputes.

Mr. Elphinstone had scarcely left Cabool ere Shah Suja was driven out by Shah Mahmood with the aid of Futteh Khan. Wandering about for some years the sport of fortune, now a captive in Cashmere, now the prisoner of Runjeet Sing at Lahore, in September 1816 Shah Suja found an asylum in the British Territories at Loodhiana.

In the meantime Futteh Khan Barukzai, who was the chief support of Shah Mahmood's power, having incurred the jealousy of that monarch, was blinded and slain. The death of Futteh Khan roused

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the vengeance of the Barukzai clan. Of the twenty brothers of Futteh Khan, one of the youngest, Dost Mahomed Khan, was foremost in avenging his murder. Shah Mahmood was driven from all his dominions, except Herat, the whole of Afghanistan was parcelled out among the Barukzai brothers, and in the confusion consequent on this revolution, Balkh was seized by the Chief of Bokhara, the Derajat by Runjeet Sing, and the outlying province of Scind assumed independence. In the partition of Afghanistan, Ghuzni fell to the share of Dost Mahomed, but he soon established his supremacy at Cabool also, and thus became the most powerful of the Barukzai Sirdars.

Shah Suja, who had still a strong party in Cabool, had never lost hopes of recovering his kingdom. With this view, having concluded a Treaty* with Runjeet Sing in 1833, he marched through Scind, where he defeated the Ameer, and advanced on Candahar, which he temporarily occupied. Here he was signally defeated by Dost Mahomed, and he fled again in dismay to his asylum at Loodhiana. During the distractions consequent on these events, Runjeet Sing possessed himself of the valley of Peshawur. Roused by the aggressions of the Sikhs, Dost Mahomed resolved on declaring a religious war on them. He assumed the title of Ameer-ool-Mominin, Commander of the Faithful, and called on all true followers of the Prophet to join in his expedition. With an immense army he advanced to the Peshawur valley, but Runjeet Sing sowed treason in the camp, and the army melted away. Thus Peshawur was lost to the Ameer.

It had long been the policy of the British Government to raise a barrier in Persia to the invasion of India by France or Russia from the West, and no means had been spared to increase the influence of the British at the Court of Tehran. By her conquests in the north, however, resulting in the Treaty of Toorkomanshai in 1828, Russia was enabled to obtain an ascendancy in Persia, which she employed to encourage the claims of the Shah to sovereignty over Herat and Western Afghanistan. When, in 1838, the Persian army appeared before Herat, Dost Mahomed was not disinclined to welcome a power

* See page 231, foot note.

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CABOOL.

from which he expected support in his designs against the Sikhs and his attempts to recover Peshawur.

Meanwhile Lord Auckland had sent a mission to Cabool under Captain Burnes. The mission was professedly a commercial one, but had also in view the checking of the advance of Persia and the establishment of peace between the Ameer and Runjeet Sing. Dost Mahomed, however, was unable to obtain from the Envoy the assurance which he hoped for of the good offices of the British Government in procuring the restoration of Peshawur, and he therefore turned to the Russians, from whom he hoped to obtain greater advantages than from an English alliance.

The policy of the British Government to preserve the independence of Afghanistan was thus threatened with defeat. It was believed that Shah Suja would be welcomed by a powerful party in Cabool, to whom the Barukzai rule was odious. The restoration of the exiled monarch was resolved on, and with this object the tripartite Treaty* of June 1838 between the British Government, Runjeet Sing and Shah Suja, was executed. On the 8th of May 1839, Shah Suja was crowned at Candahar, and shortly afterwards Dost Mahomed surrendered himself, and was carried a prisoner into Hindostan. The welcome, however, which was expected for Shah Suja from the people, was not given. He was supported entirely by British bayonets. Insurrections soon broke out, which were headed by Mahomed Akbar, the second son of Dost Mahomed, and which ended in the destruction of the British army at Cabool and the murder of Shah Suja. These disasters were retrieved by Generals Pollock and Nott, who, with avenging armies, forced their way, the one by the Khyber Pass, and the other from Candahar by Ghuzni, to Cabool. Having vindicated the honor of the British arms, the British army evacuated Afghanistan, Dost Mahomed was released and permitted to return to Cabool, and the Afghans were left to form any Government they might choose.

During the second Punjab war, Dost Mahomed descended from Cabool, and re-occupied the Peshawur valley, but after the final overthrow of the Sikhs at the battle of Goojrat, the Ameer fled back

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* See page 251.

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beyond the Khyber on the approach of the British troops. For several years thereafter there was no intercourse between the British Government and the Ameer, but the Ameer did not cease to incite the hill tribes on the Peshawur Frontier to annoy the British Government by perpetual hotilities.

In 1850 the Ameer annexed Balkh to his dominions. In 1854, finding himself weakened by the antagonism of his brothers in Candahar, and by the interference of Persia, he deputed his son, Gholam Hyder Khan, to Peshawur, where, in March 1855, a Treaty (No. CXLIX.) was concluded, stipulating that there should be peace between the British Government and the Ameer, that each would respect the territories of the other, and that the friends and enemies of the British Government should be the friends and enemies of Cabool.

After the Treaty had been concluded and signed, Gholam Hyder Khan intimated that it was the intention of his father's Government to send troops to occupy the valley of Dour. This, together with other lands Cis- and Trans-Indus, had been relinquished by Shah Suja to the Sikh Government, and after the annexation of the Punjab the British Government had a right thereto. But such right had never been asserted, and the Governor-General consented to the Ameer occupying the valley on his own behalf.

In 1856, when hostilities took place with Persia, the state of affairs at Herat caused alarm to the Ameer, who consulted the British Government regarding them. This resulted in the conclusion of an Agreement (No. CL.) on the 26th January 1857, confirming the Treaty of 1855, and arranging for the payment of a subsidy by the British Government to the Ameer, to enable him to strengthen his frontier, and for the deputation of British Officers to Candahar, during the continuance of the Persian war, to see that the subsidy was appropriated to the object in view, as well as for the residence at Cabool and Peshawur respectively of a Native Envoy of the British and Cabool Governments.

The recent invasion of the Cabool dominions from Herat, resulting in the siege of that town by the Ameer, has excited much speculation as to the future of Cabool. There seems little doubt that the kingdom is only kept from dismemberment by the personal influence of the Ameer, who is now of great age. The following are given as

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the probable statistics of the available army of the Ameer by Major Lumsden, who was deputed to Candahar on the conclusion of the Treaty of January 1857. The Regular army may be calculated at 16 Regiments of Infantry of a nominal strength of 800 bayonets each, and 3 Regiments of Cavalry each 300 strong, with an artillery park of 1 mortar, 5 heavy guns, 76 field pieces, and 6 mountain train guns. Besides these there are about 3,500 Irregular Infantry or Jezailchees, and a local militia, of whom not more than from 1,000 to 1,500 could be got together at one place. The Irregular Horse may be taken at an extreme estimate of 20,000 men. The estimated population of the Ameer's kingdom is 2,456,800 souls.

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## No. CXLVIII.

TRANSLATION of the TREATY with the KING of CABOOL, ratified on the 17th June 1809.

Whereas in consequence of the confederacy with the State of Persia, projected by the French for the purpose of invading the dominions of His Majesty the King of the Dooranees, and ultimately those of the British Government in India, the Hon'ble Mountstuart Elphinstone was despatched to the Court of His Majesty in quality of Envoy Plenipotentiary on the part of the Right Hon'ble Lord Minto, Governor-General, exercising the supreme authority over all affairs, civil, political, and military in the British possessions in the East Indies, for the purpose of concerting with His Majesty's Ministers the means of mutual defence against the expected invasion of the French and Persians, and whereas the said Ambassador having had the honor of being presented to His Majesty and of explaining the friendly and beneficial object of his mission, His Majesty, sensible of the advantages of alliance and co-operation between the two States, for the purpose above described, directed his Ministers to confer with the Hon'ble Mountstuart Elphinstone, and consulting the welfare of both States to conclude a friendly alliance, and certain Articles of Treaty having accordingly been agreed to between His Majesty's Ministers and the British Ambassador, and confirmed by the Royal Signet, a

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copy of the Treaty so framed has been transmitted by the Ambassador for the ratification of the Governor-General, who consenting to the stipulations therein contained without variation, a copy of those Articles as hereunder written is now returned, duly ratified by the seal and signature of the Governor-General and the signatures of the Members of the British Government in India, and the obligations upon both Governments both now and for ever shall be exclusively regulated and determined by the tenor of those Articles, which are as follows :—

ARTICLE 1ST.

As the French and Persians have entered into a confederacy against the State of Cabool, if they should wish to pass through the King's dominions, the servants of the Heavenly Throne shall prevent their passage, and exerting themselves to the extent of their power in making war on them and repelling them, shall not permit them to cross into British India.

ARTICLE 2ND.

If the French and Persians in pursuance of their confederacy should advance towards the King of Cabool's country in a hostile manner, the British State, endeavouring heartily to repel them, shall hold themselves liable to afford the expenses necessary for the above-mentioned service to the extent of their ability. While the confederacy between the French and Persians continues in force, these Articles shall be in force and be acted on by both parties.

ARTICLE 3RD.

Friendship and union shall continue for ever between these two States, the veil of separation shall be lifted up from between them, and they shall in no manner interfere in each other's countries, and the King of Cabool shall permit no individual of the French to enter his territories.

The faithful servants of both States having agreed to this Treaty, the conditions of confirmation and ratification have been performed, and this document has been sealed and signed by the Right Hon'ble the Governor-General and the Honorable the Members of the Supreme British Government in India, this 17th day of June 1809, answering to the 1224 of the Hijree.

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CABOOL.
No. CXLIX.

## No. CXLIX.

TREATY between the BRITISH GOVERNMENT and His Highness AMEER DOST MOHUMMUD KHAN, WALEE of CABOOL and of those Countries of AFFGHANISTAN now in his possession; concluded on the part of the British Government by JOHN LAWRENCE, ESQUIRE, Chief Commissioner of the PUNJAB, in virtue of full powers vested in him by the Most Noble JAMES ANDREW, Marquis of DALHOUSIE, K. T., &c., Governor-General of India; and on the part of the AMEER of CABOOL, DOST MOHUMMUD KHAN, by SIRDAR GHOLAM HYDUR KHAN, in virtue of full authority granted to him by His Highness.

### ARTICLE 1ST.

Between the Honorable East India Company and His Highness Ameer Dost Mohummud Khan, Walee of Cabool and of those countries of Affghanistan now in his possession, and the heirs of the said Ameer, there shall be perpetual peace and friendship.

### ARTICLE 2ND.

The Honorable East India Company engages to respect those Territories of Affghanistan now in His Highness's possession, and never to interfere therein.

### ARTICLE 3RD.

His Highness Ameer Dost Mohummud Khan, Walee of Cabool and of those countries of Affghanistan now in his possession, engages on his own part, and on the part of his heirs, to respect the territories of the Honorable East India Company, and never to interfere therein; and to be the friend of the friends and enemy of the enemies of the Honorable East India Company.

*Done at Peshawur this* 30*th day of March, One Thousand Eight Hundred and Fifty-five, corresponding with the Eleventh day of Rujjub, One Thousand Two Hundred and Seventy-one Hijree.*

Seal.

(Signed) JOHN LAWRENCE,
*Chief Commissioner of the Punjab.*

Seal of Gholam Hyder, heir apparent.

As the representative of Ameer Dost Mohummud Khan, and in person on his own account as heir apparent.

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Ratified by the Most Noble the Governor-General at Ootakamund, this first day of May, one thousand eight hundred and fifty-five.

(Signed) DALHOUSIE.

By order of the Most Noble the Governor-General.

(Signed) G. F. EDMONSTONE,
*Secy. to the Govt. of India, with the Governor-General.*

Seal.

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## No. CL.

ARTICLES of AGREEMENT made at PESHAWUR on the 26th January 1857 (corresponding with Jumadee-ool-Awul, 29th A. H. 1273), between AMEER DOST MOHUMMUD KHAN, Ruler of CABOOL and of those Countries of AFFGHANISTAN now in his possession, on his own part, and Sir JOHN LAWRENCE, K. C. B., Chief Commissioner of the PUNJAB, and Lieutenant-Colonel H. B. EDWARDES, C. B., Commissioner of PESHAWUR, on the part of the HONORABLE EAST INDIA COMPANY, under the authority of the Right Honorable CHARLES JOHN VISCOUNT CANNING, Governor-General of India in Council.

1. Whereas the Shah of Persia, contrary to his engagement with the British Government, has taken possession of Herât, and has manifested an intention to interfere in the present possessions of Ameer Dost Mohommud Khan, and there is now war between the British and Persian Governments, therefore the Honorable East India Company, to aid Ameer Dost Mohommud Khan, to defend and maintain his present possessions in Balkh, Cabool, and Candahar against Persia, hereby agrees, out of friendship, to give the said Ameer one lakh of Company's Rupees monthly during the war with Persia, on the following conditions.

2. The Ameer shall keep his present number of Cavalry and Artillery, and shall maintain not less than 18,000 Infantry, of which 13,000 shall be Regulars divided into 13 Regiments.

3. The Ameer is to make his own arrangements for receiving the money at the British treasuries, and conveying it through his own country.

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CABOOL. No. CL.

4. British Officers, with suitable native establishments and orderlies, shall be deputed, at the pleasure of the British Government, to Cabool, or Candahar, or Balkh, or all three places, or wherever an Afghan army be assembled to act against the Persians. It will be their duty to see generally that the subsidy granted to the Ameer be devoted to the military purposes for which it is given, and to keep their own Government informed of all affairs. They will have nothing to do with the payment of the troops, or advising the Cabool Government; and they will not interfere in any way in the internal administration of the country. The Ameer will be responsible for their safety and honorable treatment, while in his country, and for keeping them acquainted with all military and political matters connected with the war.

5. The Ameer of Cabool shall appoint and maintain a Vakeel at Peshawur.

6. The subsidy of one lakh per mensem shall cease from the date on which peace is made between the British and Persian Governments, or at any previous time at the will and pleasure of the Governor-General of India.

7. Whenever the subsidy shall cease the British Officers shall be withdrawn from the Ameer's country; but at the pleasure of the British Government, a Vakeel, not a European Officer, shall remain at Cabool on the part of the British Government, and one at Peshawur on the part of the Government of Cabool.

8. The Ameer shall furnish a sufficient escort for the British Officers from the British border when going to the Ameer's country, and to the British border when returning.

9. The subsidy shall commence from 1st January 1857, and be payable at the British treasury one month in arrears.

10. The five lakhs of Rupees which have been already sent to the Ameer (three to Candahar and two to Cabool), will not be counted in this Agreement. They are a free and separate gift from the Honorable East India Company. But the sixth lakh now in the hands of the mahajuns of Cabool, which was sent for another purpose, will be one of the instalments under this Agreement.

11. This Agreement in no way supersedes the Treaty made at Peshawur on 30th March 1855 (corresponding with the 11th of

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Rujjub 1271), by which the Ameer of Cabool engaged to be the friend of the friends and enemy of the enemies of the Honorable East India Company; and the Ameer of Cabool, in the spirit of that Treaty, agrees to communicate to the British Government any overtures he may receive from Persia or the allies of Persia during the war, or while there is friendship between the Cabool and British Governments.

12. In consideration of the friendship existing between the British Government and Ameer Dost Mohommud Khan, the British Government engages to overlook the past hostilities of all the tribes of Afghanistan, and on no account to visit them with punishment.

13. Whereas the Ameer has expressed a wish to have 4,000 muskets given him in addition to the 4,000 already given, it is agreed that 4,000 muskets shall be sent by the British Government to Tull, whence the Ameer's people will convey them with their own carriage.

Seal.

Seal. (Signed) JOHN LAWRENCE,
*Chief Commissioner.*

Seal. (Signed) HERBERT B. EDWARDES,
*Commissioner of the Peshawur Division.*

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# APPENDIX.

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# APPENDIX.

SUNNUD* granted to RAJAH WUZEER SING of FUREED KOTE, dated 21st April 1863.

Since the establishment of British supremacy in India Rajah Wuzeer Sing and his ancestors have given proofs of loyalty to the British Government, and have received rewards in the accession of fresh honors, dignity, and territory. More recently the present chief of Fureed Kote evinced his adherence to the cause of the British Government during the mutiny of 1857-58, in consideration of which service the British Government has, out of Royal grace and condescension, remitted the service of ten sowars hitherto furnished by the Rajah; has added to the forms under which he is officially addressed; has increased the Khillut to which he is entitled, and raised the number of guns by which he is to be saluted to the number of eleven: and has graciously acceded to the Rajah's desire to receive a Sunnud or Grant under the hand and seal of the Viceroy, confirming and guaranteeing to the Rajah and his heirs for ever the possession of his ancient hereditary territory, as well as the territory acquired by the Rajah from the British Government by grant or exchange under the following provisions:—

*Clause* 1.—The hereditary domain now in the possession of the Rajah, and the country acquired by the Rajah by grant and exchange, according to the annexed list, are hereby confirmed and guaranteed to the Rajah and his male heirs lawfully begotten, for ever, together with all the powers and authority, civil, criminal, and fiscal at present exercised by the Rajah.

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* This Sunnud was granted at too late a date to admit of its being incorporated in the body of this volume.

The Sunnud is in some respects similar to those granted in 1860 to the Maharaja of Puttiala and the Rajahs of Jheend and Nabha. But it differs from them in this most important respect, that it confers no new rights or privileges on the Rajah, but merely guarantees and confirms to him those which he at present enjoys.

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*Clause* 2.—With the exception of the unredeemed revenue free holdings in Illaka Kotkupoora noted below, the British Government will never demand from the Rajah or any of his successors, or from any of his feudatories, relatives, or dependants, any tribute on account of revenue, service, or any other plea.

| | | |
|---|---|---|
| Revenue free holdings in Illaka Kotkupoora, which have lapsed or are resumable hereafter ..... | Rs. | 4,238 |
| Deduct yearly amount of compensation granted to the Rajah for the abolition of customs in his territory..... | ,, | 2,000 |
| Balance ... | Rs. | 2,238 |

*Clause* 3.—The Rajah has, in consideration of the compensation granted by the British Government, relinquished for himself and his successors for ever all right to levy excise or transit duties which have been abolished throughout the territory of Fureed Kote.

*Clause* 4.—The British Government, desiring to see the House of Fureed Kote perpetuated, has conferred upon the Rajah and his successors for ever, whenever male heirs lawfully begotten may fail, the right of adopting a successor in accordance with the customs of his race.

*Clause* 5.—With regard to British subjects committing crime and apprehended in his territory, the Rajah and his successors will exercise the powers provided for in the despatch of the Honorable Court of Directors to the Madras Government, No. 3, dated 1st June 1836.

The Rajah and his successors will exert themselves to execute justice and promote the happiness and welfare of their people. They will, in accordance with the terms of a previous engagement, prohibit "suttee," slavery, and female infanticide throughout their territory, and punish with exemplary rigor those who are found guilty of these crimes.

*Clause* 6.—The Rajah and his successors will never fail in their devotion and loyalty to the Sovereign of Great Britain.

*Clause* 7.—If at any time any force hostile to the British Government should appear in this direction, the Rajah will co-operate with the British Government and oppose the enemy. He will exert himself to the utmost of his resources in providing carriage and supplies

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according to requisitions he may receive from the Officers of the British Government.

*Clause* 8.—The Rajah as heretofore will furnish at current rates, through the agency of his own Officers, the necessary materials required for the construction of railroads, railway stations, and Imperial roads and bridges. He will also freely give the land required for the construction of railroads and Imperial lines of road.

*Clause* 9.—The Rajah and his successors will always pursue the same course of fidelity and devotion to the British Government, and the Government will always be ready to uphold the honor and dignity of the Rajah and his house.

## *SCHEDULE*

### OF THE TERRITORIES BELONGING TO THE RAJAH OF FUREED KOTE.

*Ancestral Possessions.*

Pergunnah ..... Fureed Kote.
Ditto ..... Deep Singwalla.

*Acquired Possessions.*

Villages of Pergunnah Kote Kupoora, given to the Rajah in exchange for Pergunnah Sultan Khanwalla.

Villages of Kote Kupoora and Bhugtah granted by the British Government, excepting the village of Sibbian, included in British Territory under the orders of the Chief Commissioner of the Punjab, No. 345, dated 4th May 1858.

*Feudatories and Tributaries.*

Mouza Mamosana, Pergunnah Fureed Kote.

END OF VOL. II.

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